



**greater WELLINGTON**  
**REGIONAL COUNCIL**  
**Te Pane Matua Taiao**

**If calling, please ask for Democratic Services**

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## **Council**

Thursday 12 December 2019, 8.30am

Council Chamber, Greater Wellington Regional Council,  
Level 2, 15 Walter Street, Te Aro, Wellington

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## **Members**

Cr Ponter (Chair)

Cr Staples (Deputy Chair)

Cr Blakeley

Cr Brash

Cr Connelly

Cr Gaylor

Cr Hughes

Cr Kirk-Burnnand

Cr Laban

Cr Lamason

Cr Lee

Cr Nash

Cr van Lier

**Recommendations in reports are not to be construed as Council policy until adopted by Council**

# Council

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Thursday 12 December 2019 at 8.30am

Council Chamber, Greater Wellington Regional Council, Level 2, 15 Walter Street, Te Aro, Wellington

## Public Business

No.	Item	Report	Page
1.	Apologies		
2.	Conflict of interest declarations		
3.	Public Participation		
4.	<a href="#">Confirmation of the public minutes of 30 October 2019 and reconvened 20 November 2019</a>	19.480	4

## Strategy/Policy/Major Issues

5.	<a href="#">Funding and Partnering for the next phase of Let's Get Wellington Moving</a>	19.485	15
6.	<a href="#">Joint programme to improve the reliability of travel times for buses</a>	19.486	78
7.	<a href="#">Bus Network Review Findings – Wellington City</a>	19.501	140

## Governance

8.	<a href="#">Committee and advisory body terms of reference and delegations for the 2019-22 triennium</a>	19.504	171
9.	<a href="#">Proposed meeting schedule for the 2020 calendar year</a>	19.498	225
10.	<a href="#">Further appointments to committees and advisory groups</a>	19.499	230
11.	<a href="#">Establishment of Upper Ruamāhanga River Management Advisory Committee</a>	19.519	235
12.	<a href="#">WRC Holdings Limited – Statement of Expectations for 2020/21</a>	19.526	242
13.	<a href="#">Wellington Regional Stadium Trust – Statement of Expectations for 2020/21</a>	19.525	248

## Corporate

14.	<a href="#">Health, Safety and Wellbeing update</a>	19.522	254
15.	<a href="#">Resolution to exclude the public</a>	19.511	263

**Public Excluded Business**

- |     |   |          |     |
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| 16. | Confirmation of the public excluded minutes of the reconvened Council meeting on 20 November 2019 | PE19.492 | 266 |
| 17. | Appointment of Directors to the Wellington Regional Economic Development Agency                   | PE19.524 | 269 |
| 18. | Variation to property agreement - Belmont   | PE19.527 | 282 |

**Restricted Public Excluded Business**

- |     |                        |           |  |
|-----|------------------------|-----------|--|
| 19. | Future Fleet (To come) | RPE19.509 |  |
|-----|------------------------|-----------|--|



greater WELLINGTON

REGIONAL COUNCIL

Te Pane Matua Taiao

**Please note these minutes remain unconfirmed until the Council meeting on 12 December 2019.**

Report 19.480

## **Public minutes of the Inaugural Council meeting for the 2019-2022 triennium held on Wednesday 30 October 2019 and reconvened on Wednesday 20 November 2019**

30 October 2019, at 10.00am  
Te Wharewaka o Pōneke  
2 Taranaki St, Wellington

20 November 2019, at 9.30am  
Council Chamber  
15 Walter Street, Wellington

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### **30 October 2019**

#### **Members Present**

Councillor Blakeley  
Councillor Brash  
Councillor Connelly  
Councillor Gaylor  
Councillor Hughes  
Councillor Kirk-Burnnand  
Councillor Laban  
Councillor Lamason  
Councillor Lee  
Councillor Nash  
Councillor Ponter  
Councillor Staples  
Councillor van Lier



## **Pōwhiri**

After the tangata whenua and Greater Wellington Regional Council staff gathered at Te Wharewaka o Pōneke, Llani Harding began the karanga (welcome) and called manuhiri (newly-elected Councillors and guests) into the Mākaro Room.

Councillors and guests harirū (hongi and shook hands) with Greater Wellington Regional Council paepae and whānau before being seated.

Mark Ormsby from Port Nicholson Block Settlement Trust then opened with a karakia and whaikōrero.

Tā Matiu Rei of Ngāti Toa responded.

Everyone then sang *Ma Te Kahukura*.

Manuhiri then brought new Councillors to the midway point between the paepae and Monica Fraser and Sam Gain escorted them to their seats.

Mark Ormsby closed off the tikanga process and opened the floor for others to speak.

Mahinarangi Hakaraia, immediate past Chair Ara Tahi, spoke of the relationship between tangata whenua and Council. This was followed by the waiata *Ka waiata*.

Greg Campbell, Greater Wellington Regional Council's Chief Executive, welcomed both the returning and new Councillors, along with their families and friends. He also thanked the Council's tangata whenua iwi partners for their welcome and support. He emphasised the strong partnerships with tangata whenua in the Wellington Region and that it was fitting and significant to welcome all Councillors as the new Council to become part of the Greater Wellington 'whānau'.

Mark Ormsby then concluded the pōwhiri with the karakia hīmene (hymn) *Whakaaria mai*.

Morning tea was then served in the room adjacent to the Mākaro room at 10.30am.

## **Council Agenda**

Mr Campbell took the Chair in the Matiu Room at 11.00am and welcomed Councillors, their families and friends, distinguished guests, including iwi leaders, colleagues, stakeholders, staff and the public to the inaugural meeting of the Wellington Regional Council for the 2019 to 2022 triennium.

He explained that, in terms of the Local Government Act 2002, as Chief Executive he was required to act as Chair until the Council elected its Chairperson and Deputy Chairperson, and the Chair had made their declaration and taken the chair.

## **Public Business**

### **1. Apologies**

There were no apologies.

## **2. Declaration by Councillors - Report 19.474**

Mr Campbell invited Councillors to make their declarations. Councillors came forward individually to make the following declaration orally followed by signing their individual certificate which was then signed by Mr Campbell:

I, [name] declare that I will faithfully and impartially, and according to the best of my skill and judgment, execute and perform, in the best interests of the Wellington Region, the powers, authorities, and duties vested in, or imposed upon, me as a member of the Wellington Regional Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.

## **3. Process for the Election of the Council Chairperson and Deputy Chairperson - Report 19.476**

### **3.1 Election process adopted**

Mr Campbell explained that the Council's Chairperson and Deputy Chairperson were to be elected and that the first step in the process is for the Council to adopt the voting system for these elections. The Process for the Election of the Council Chairperson and Deputy Chairperson report outlined the two options for the Council's consideration. Mr Campbell then asked if there was a mover and seconder for one of the voting systems detailed in the report.

Moved - Cr Brash / Cr van Lier

That the Council chooses voting system A (election by the majority of members) for the election of the Council Chairperson and Deputy Chairperson and agrees that, in the event of a tie under voting system A, the candidate to be excluded from the next round of voting shall be resolved by lot as described in section 6 of this report.

The motion was **carried**.

### **3.2 Election of Chairperson**

Mr Campbell then called for nominations for the position of Chairperson of the Wellington Regional Council.

Moved – Cr Laban / Cr Staples

That Council elects Councillor Ponter as Chairperson.

There being no further nominations, Councillor Ponter was declared the elected Chairperson of the Greater Wellington Regional Council.

### **3.3 Declaration by Chairperson - Report 19.477**

In the presence of the Chief Executive, the newly-elected Chairperson made the following declaration:

I, Daran Mark Ponter, declare that I will faithfully and impartially, and according to the best of my skill and judgment, execute and perform, in the best interests of the Wellington Region, the powers, authorities, and duties vested in, or imposed upon, me as Chairperson of the Wellington Regional Council by virtue of the Local Government Act 2002, the Local Government Official Information and Meetings Act 1987, or any other Act.

Mr Campbell then vacated the chair for newly-elected Councillor Ponter to take the chair as Chairperson.

### **3.4 Chairperson takes the Chair**

Councillor Ponter took the chair and thanked fellow Councillors for entrusting him with the role.

Councillor Ponter outlined his perception of the opportunities, issues and challenges that would face Council over the next triennium.

### **3.5 Election of Deputy Chairperson**

Councillor Ponter, as Chairperson, invited nominations for the position of Deputy Chairperson of the Wellington Regional Council.

Moved – Cr Lamason / Cr Ponter

That Council elects Councillor Staples as Deputy Chairperson.

There being only one nomination, Councillor Ponter declared Councillor Staples the elected Deputy Chairperson of the Wellington Regional Council.

Councillor Staples thanked her fellow Councillors for their support.

## **4. Laws affecting Councillors - Report 19.478 [for information]**

## **5. Adjournment**

Councillor Ponter declared the meeting adjourned at 11.34am until 20 November 2019 at 9.30am.

## **Reconvened inaugural Council meeting on Wednesday 20 November 2019**

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### **Members Present**

Councillor Ponter (Chair)  
Councillor Blakeley  
Councillor Brash  
Councillor Connelly  
Councillor Gaylor  
Councillor Hughes  
Councillor Kirk-Burnnand  
Councillor Laban  
Councillor Lamason  
Councillor Lee  
Councillor Nash  
Councillor Staples  
Councillor van Lier

### **Public Business**

**1. Apologies**

There were no apologies.

**2. Declarations of conflicts of interest**

There were no declarations of conflict of interest.

### **Governance**

**3. Proposed committee and advisory group structure for the 2019-2022 triennium - Report 19.491**

Moved – Cr Ponter / Cr Blakeley

That the Council:

- 1 Adopts the committee structure outlined in Attachment 1:
  - a Environment Committee (Committee of the whole)
  - b Transport Committee (Committee of the whole)
  - c Chief Executive Employment Review Committee
  - d Climate Committee
  - e Finance, Risk and Assurance Committee
  - f Regional Transport Committee
  - g Te Upoko Taiao – Natural Resources Plan Committee
  - h Wairarapa Committee
  - i Wellington Regional Strategy Committee

- j Hutt Valley Flood Management Subcommittee, as a subcommittee of the Environment Committee.
- 2 Adopts the advisory group structure outlined in Attachment 2:
  - a Ara Tahī
  - b Farming Reference Group
  - c Lower Ruamahanga Valley Flood Management Advisory Committee
  - d Ruamāhanga Whaitua Committee
  - e Waiohine Flood Management Plan Steering Group
  - f Wellington Region Climate Change Working Group
  - g Whaitua Te Whanganui-a-Tara Committee.
- 3 Notes that terms of reference for these bodies will be prepared for adoption by Council at its meeting on 12 December 2019.
- 4 Notes the Council resolution of 2 October 2019, which recommended the draft Ara Tahī partnership model to the incoming Council for consideration and discussion with Ara Tahī; and further notes that this will be a matter for early conversation with Ara Tahī with the intention of Te Ara Tahī Committee being established early in 2020.
- 5 Agrees that the committee structure will be subject to a mid-term review.

The motion was **carried**.

#### **4. Councillor appointments - Report 19.495**

Moved – Cr Ponter / Cr Staples

That the Council appoints Councillors to committees, advisory groups, and external organisations, as set out in Attachment 1 to this report.

The motion was **carried**.

#### **5. Appointment of Directors to Council companies - Report 19.493**

Moved – Cr Lamason / Cr Brash

That the Council:

- 1 Resolves as a special resolution, by way of written resolutions contained in Attachment 1 – Shareholder Resolutions, to appoint and remove certain directors, and to appoint the Chair, of WRC Holdings Limited.
- 2 Consents to WRC Holdings Limited, as the sole shareholder of Port Investments Limited and Greater Wellington Rail Limited, passing its shareholder resolutions to give effect to the director changes, and appointment of the Chairs, in Attachment 1.
- 3 Authorises the Chair of Council to sign the written resolutions as the authorised person.

The motion was **carried**.

**6. Local government appointments to committees and advisory groups - Report 19.489**

Moved – Cr Brash / Cr Lamason

That the Council:

- 1 Appoints to the Regional Transport Committee, as territorial authority representatives:
  - a Mayor Greg Lang to represent Carterton District Council, and Deputy Mayor Rebecca Vergunst as alternate
  - b Mayor Campbell Barry to represent Hutt City Council, and Deputy Mayor Tui Lewis as alternate
  - c Mayor K. Gurunathan to represent Kāpiti Coast District Council and Deputy Mayor Janet Holborow as alternate
  - d Mayor Lyn Patterson to represent Masterton District Council, and Councillor Brent Gare as alternate
  - e Mayor Anita Baker to represent Porirua City Council, and Councillor Ross Leggett as alternate
  - f Mayor Alex Beijen to represent South Wairarapa District Council, and Deputy Mayor Garrick Emms as alternate
  - g Mayor Wayne Guppy to represent Upper Hutt City Council, and Deputy Mayor Hellen Swales as alternate
  - h Mayor Andy Foster to represent Wellington City Council, and Deputy Mayor Sarah Free as alternate.
- 2 Appoints Emma Speight to the Regional Transport Committee as the New Zealand Transport Agency representative, and Amy Kearse as alternate.
- 3 Appoints to the Wairarapa Committee:
  - a Mayor Greg Lang to represent Carterton District Council, and Deputy Mayor Rebecca Vergunst as alternate
  - b Mayor Lyn Patterson to represent Masterton District Council, and Councillor David Holmes as alternate
  - c Mayor Alex Beijen to represent South Wairarapa District Council, and Deputy Mayor Garrick Emms as alternate.
- 4 Appoints to the Waiohine Flood Management Plan Steering Group:
  - a Councillor Brian Deller and Councillor Jill Greathead to represent Carterton District Council
  - b Councillor Rebecca Fox and Councillor Leigh Hay to represent South Wairarapa District Council.
- 5 Appoints to the Wellington Region Climate Change Working Group:
  - a Councillor Russell Keys to represent Carterton District Council, and Cr Robyn Cherry-Campbell as alternate

- b Councillor Andy Mitchell to represent Hutt City Council, and Councillor Josh Briggs as alternate
  - c Mayor K. Gurunathan to represent Kāpiti Coast District Council, and Councillor Sophie Handford as alternate
  - d Councillor Chris Peterson to represent Masterton District Council, and Councillor Sandy Ryan as alternate
  - e Councillor Josh Trlin to represent Porirua City Council
  - f Councillor Brian Jephson to represent South Wairarapa District Council, and Councillor Brenda West as alternate
  - g Mayor Wayne Guppy to represent Upper Hutt City Council, and Deputy Mayor Hellen Swales as alternate
  - h Councillor Tamatha Paul to represent Wellington City Council, and Councillor Laurie Foon as alternate.
- 6 Appoints to the Whaitua Te-Whanganui-a-Tara Advisory Committee:
- a Deputy Mayor Tui Lewis to represent Hutt City Council
  - b Mayor Wayne Guppy to represent Upper Hutt City Council
  - c Councillor Tamatha Paul to represent Wellington City Council.
- 7 Appoints to the Ruamāhanga Whaitua Committee:
- a Councillor David Holmes to represent Masterton District Council
  - b Carterton District Council – to be advised
- 8 Notes that the Wellington City Council nominees are subject to confirmation by Wellington City Council at its meeting on 20 November 2019.
- 9 Notes that the South Wairarapa District Council nominees are subject to confirmation by South Wairarapa District Council at its meeting on 20 November 2019.
- 10 Notes that appointments to the Hutt Valley Flood Management Subcommittee, Wellington Regional Strategy Committee, and the Lower Ruamahanga Valley Floodplain Management Advisory Committee are the subject of separate reports, to be considered by Council on 12 December 2019.

The motion was **carried**.

**7. Revised elected member remuneration 2019/20 - Report 19.488**

Moved – Cr Blakeley / Lamason

That the Council resolves that the Governance Remuneration Pool available for positions of additional responsibility shall be allocated as follows:

Position	Number of position-holders	Annual remuneration	Multiple of base Councillor remuneration
Deputy Chair, with Committee Chair responsibility	1	\$91,799	1.4
Committee Chair (Environment; Transport; Climate; Chief Executive Employment Review; and Te Upoko Taiao – Natural Resources Plan)	5	\$81,570	1.25
Chair, Hutt Valley Flood Management Subcommittee, and Portfolio Leader, Parks, Forests, Biodiversity and Recreation	1	\$81,570	1.25
Portfolio Leader, Sustainable Development	1	\$78,515	1.2
Councillor	4	\$65,430	1.0

The motion was **carried**.

**8. Proposed meeting schedule for the remainder of 2019 - Report 19.482**

Moved – Cr Ponter / Cr Hughes

That the Council:

- 1 Adopts the meeting schedule for Council and committees for the remainder of the 2019 calendar year as outlined below:
  - a Regional Transport Committee, on 3 December 2019 at 11.00am
  - b Council, on 12 December 2019 at 8.30am
  - c Civil Defence and Emergency Management Group, on 17 December 2019 at 11.30am.
- 2 Authorises the Manager, Democratic Services, to circulate the adopted meeting schedule to key stakeholders and to modify the meeting schedule as and when required.

The motion was **carried**.



## Corporate

### 9. Shareholder Resolutions in lieu of Annual General Meeting – WRC Holdings Limited - Report 19.496

The independent auditor's report on the WRC Holdings Limited and group's financial statements and performance information for the year ended 30 June 2019 was tabled.

Moved – Cr Lamason / Cr Blakeley

That the Council:

- 1 Agrees, as sole shareholder of WRC Holdings Limited, that the company not be required to hold an Annual General Meeting relating to the financial year ending 30 June 2019.
- 2 Resolves the written resolutions contained in Attachment 1 - Shareholder resolutions for WRC Holdings Limited.
- 3 Authorises the Council Chair to sign the resolutions of the sole shareholder contained in Attachment 1.

The motion was **carried**.

## Other

### 10. Resolution to exclude the public - Report 19.497

Moved – Cr Gaylor / Cr Lamason

That the Council excludes the public from the following part of the proceedings of this meeting:

Snapper Services.

The general subject of each matter to be considered while the public is excluded, the reasons for passing this resolution in relation to each matter and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 (the Act) for the passing of this resolution are as follows:

<b>Snapper Services</b>	
<i>Reason for passing this resolution in relation to each matter</i>	<i>Ground(s) under section 48(1) for the passing of this resolution</i>
Information contained in this report relates to payments to Snapper Services Limited. Release of this information would be likely to prejudice or disadvantage the ability of Greater Wellington to carry on negotiations with Snapper Services Limited. Greater Wellington has not been able to identify a public interest favouring disclosure of this particular information in public proceedings of the meeting that would override the need to withhold the information.	The public conduct of this part of the meeting is excluded as per section 7(2)(i) of the Act (to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations).

This resolution is made in reliance on section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act or sections 6, 7 or 9 of the Official Information Act 1982, as the case may require, which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public are as specified above.

The motion was **carried**.

The public part of the meeting closed at 9.52am.

Cr D Ponter  
(Chair)

Date:

**Council**  
**12 December 2019**  
**Report 19.485**



**For Decision**

## **FUNDING AND PARTNERING FOR THE NEXT PHASE OF LET'S GET WELLINGTON MOVING**

**Te aronga**

### **Purpose**

1. To provide an update to Council on the work being undertaken to advance the Lets Get Wellington Moving (LGWM) programme of work, as endorsed by Council in June 2019, and the next steps for this work.
2. To seek agreement from Council on the proposed relationship and funding approach for the next phase of LGWM.

**He tūtohu**

### **Recommendations**

That the Council:

- 1 **Notes** progress to date on the LGWM programme.
- 2 **Notes** that the existing LGWM work programme includes further business case investigations that, when complete, will allow LGWM to review and recommend to the LGWM partners the optimal sequencing and options for the future LGWM components.
- 3 **Agrees** that the LGWM City Streets work package will deliver the joint WCC/GWRC bus priority action plan (refer Report 19.485 on today's meeting agenda) to expedite improvements and maximise funding opportunities, noting that this approach has been endorsed by the LGWM Board.
- 4 **Notes** the interim funding splits agreed by Council in June 2019.
- 5 **Approves** the Relationship and Funding Agreement (Attachment 1), which provides the basis of the next phase of the programme (business cases and quick-win capital works).
- 6 **Agrees** to the additional funding for the LGWM programme in 2019/20 as outlined in paragraph 64 of this report.
- 7 **Agrees** to include additional funding, outlined in paragraph 64 of this report, as part of the 2020/21 Annual Plan process.
- 8 **Agrees** to debt fund Greater Wellington's contribution to the LGWM programme over a 10 year period.

- 9 **Agrees** that Councillor Daran Ponter and Councillor Roger Blakeley will be Council's representatives on the LGWM Governance Reference Group for this triennium.
- 10 **Notes** that the final Terms of Reference for the *LGWM Governance Reference Group* will be provided to Council in early 2020.
- 11 **Notes** that key decisions in relation to the packages of work within the LGWM programme will come back to Council for approval and that regular sessions will be held to provide Council with updates on the programme progress.
- 12 **Delegates** to the Chair and Chief Executive the authority to approve any minor amendments and sign the *LGWM Relationship and Funding Agreement* ([Attachment 1](#)), on behalf of Council.

### **Why we need to keep Wellington moving**

3. Wellington is a great place to live, work and visit. However, our transport system is starting to impact on Wellington's liveability, and its economic growth and productivity. We are experiencing growing traffic congestion and unreliable journey times, poor and declining levels of service, safety issues, especially for cycling and walking, and vulnerability to disruption from unplanned events. This impacts on people living in Wellington City as well as those travelling to the city and regional facilities from around the Wellington Region.
4. LGWM is a once-in-a-lifetime opportunity to reshape the city and region's future, and how people get around. It will help ensure the prosperity, liveability, and sustainability of our city and region and provide for the 50,000 to 80,000 extra people expected to make Wellington City their home in coming decades.
5. More reliable journeys, more travel choices, and safe and liveable streets will benefit people who live in the city and those who travel to the city from the wider region for work, education, leisure, and to access regional facilities like the airport or hospital.
6. The funding announced by the government (\$3.8 billion for LGWM alongside an estimated \$4.4 billion allowance for the wider region over 30 years) is a record investment in Wellington and signals confidence in the city and region's future.
7. Securing this commitment has involved Wellington City Council and Greater Wellington working hard with the NZ Transport Agency over the last four years. In response, the Government has agreed an innovative approach to deliver our vision for Wellington – a great harbour city, accessible to all, with attractive places, shared streets, and efficient local and regional journeys.
8. It's critical that we keep progressing LGWM to ensure we respond to community and stakeholder calls to start seeing improvements as soon as possible. We need to start work now on projects that move more people with fewer vehicles. These include mass

rapid transit from the central city to Newtown and the airport, a walkable city, connected cycleways, better public transport, Basin Reserve improvements and an extra Mt Victoria tunnel – all closely aligned to the broader LGWM Vision, including land use planning changes to create a more vibrant and attractive city.

9. Council agreement to provide the required funding contribution for the next few years is critical to ensure the programme partners can progress the LGWM programme and make early progress on delivering improvements that people can see and feel.

***Accelerating LGWM's work***

10. In recent months the relatively small LGWM team has worked to get the early delivery programme underway (the Golden Mile, Thorndon Quay/Hutt Road and Safer Speeds in the Central City), scope and let tenders for engineering and planning work on the large programme elements (mass rapid transit, the Basin Reserve and the extra Mt Victoria tunnel), and develop a new Relationship and Funding Agreement for the partners to consider.
11. Council support is required to continue this momentum to complete business cases on the larger programme elements, and commit to capital spending over the next two years, especially on trials and quick wins in the early delivery programme.
12. The early delivery projects address some critical choke points in the transport networks that are important corridors for public transport and cycling. By providing priority for these modes we enable more people to travel faster and more reliably into and out of the regional CBD.

***Completing the business case work to unlock future funding***

13. The upcoming business case investigations will ensure the best options are selected and provide confidence about costs and how projects will be implemented. The business cases will help all three partners make the most of our investment and deliver value for money for taxpayers, ratepayers and transport users.
14. LGWM is an integrated programme. It includes many interdependent projects and it is important that the business case work on these projects is done together early to allow effective integration and good outcomes.
15. The business case work will be extensive. It will include investigation, design, public engagement/consultation, and the start of consenting for the many projects involved. All this needs to be coordinated and integrated by the LGWM team. The costs for this business case development phase of LGWM is within the expected range for projects of this scale, where the core costs equate to around 3 to 5 per cent of the forecast capital

costs. These core business case costs exclude staff, overheads and wider programme support costs, which have been included in the funding proposals detailed in this report.

16. Agreeing the funding set out in this report will enable LGWM to award tenders for business case work early in the new year and ensure councils get the information they need for the 2021- 31 Long-Term Plan.

***Moving beyond 'business as usual'***

17. LGWM is a partnership and will continue to call on significant resources from each of the three partners.
18. When the previous Council considered LGWM funding in June this year, it was assumed the programme would involve a small core of dedicated staff with most resources provided by the partners on a 'business as usual' approach.
19. However, a new approach is needed in order to accelerate delivery. LGWM requires a dedicated team and the LGWM board has decided that the full costs for this team, allowances for review of all deliverables, and costs to cover partner staff in the City Streets workstream should be accounted for. This will allow partners to backfill any staff committed to the programme and ensure each partners' contribution is clear. Estimates for this full cost approach are included in the funding ask of Council set out in this report.
20. Council's agreement to the required funding will move LGWM beyond a 'business as usual' approach towards a fully resourced, delivery focused partnership.

**Te tāhū kōrero  
Background**

21. LGWM is a joint initiative between the Government, Wellington City Council (WCC), Greater Wellington Regional Council (GWRC) and the Waka Kotahi New Zealand Transport Agency (NZTA) which commenced in late 2015 following a final court decision to decline the Basin Bridge proposal.
22. This collaborative process started with a conversation about how the community wants the city to look, feel and function and described a transport system to enable this; and to support the growth of the city and region, while making it safer and easier to get around.
23. The focus of the LGWM programme is the area from Ngauranga Gorge to the Wellington International Airport, encompassing the Wellington Urban Motorway and connections to Wellington Regional Hospital and eastern and southern suburbs. This area has an important role for both local and regional journeys.

24. Extensive engagement, analysis and investigation has been completed over several years. Key engagement phases included:
- a In 2016, a conversation with the community about the city's transport challenges, attracting over 10,000 responses.
  - b Ongoing comprehensive stakeholder and community engagement in 2016 and 2017 through meetings, workshops and focus groups.
  - c November and December 2017, LGWM ran an extensive public engagement programme to seek feedback from the community and stakeholder groups on four transport scenarios for Wellington's future, plus an independent public opinion survey.
  - d Regular ongoing meetings with a range of stakeholder groups to communicate and engage on the programme.
25. Feedback from engagement was used to inform the development of 12 guiding transport and urban design principles (<https://lgwm.nz/principles/>), to help identify the key problems (<https://lgwm.nz/the-story/>) on the network and to shape the programme objectives.
26. The LGWM programme objectives are to develop a transport system that:
- Enhances the liveability of the central city
  - Provides more efficient and reliable access for users
  - Reduces reliance on private vehicle travel
  - Improves safety for all users
  - Is adaptable to disruptions and future uncertainty.
27. Community and stakeholder engagement, along with significant technical work and investigations led to the completion of a programme business case and development of the LGWM *Vision* <https://lgwm.nz/assets/Documents/The-Plan/LGWM-Vision.pdf> and *Recommended Programme of Investment* <https://lgwm.nz/assets/Documents/The-Plan/LGWM-RPI.pdf>.
28. Engagement with central government on funding and financing options was then undertaken and on 16 May 2019 the Let's Get Wellington Moving announcement made by the Minister of Transport and supported by the WCC Mayor and Council Chair included an *Indicative Package* with central government funding. This provided a way forward to deliver a step-change in transport to support the city and region's growth, and realises much of the LGWM vision while being affordable within long-term transport funding priorities.

29. The announcement signalled a 60/40 central/local funding split for the programme as a whole, with only preliminary plans for how the local share could be met. There was a clear need to do more work to cover the split of the local share between GWRC and WCC and to investigate potential funding sources such as increased parking charges.
30. The key elements of the Indicative Package are:
- A walkable city;
  - Connected cycleways;
  - Public transport to and through the city;
  - Smarter transport network;
  - Mass rapid transit;
  - Unblocking the Basin Reserve;
  - Extra Mount Victoria Tunnel.

Further detail of the Indicative Package released by Government is provided on the Ministry of Transport's website <https://www.transport.govt.nz/land/lgwm/>.

31. In June 2019 Council and its LGWM partners agreed to move to the next stage of the programme involving detailed investigation and delivery was also given. The NZTA Board subsequently endorsed the programme's business case and the programme's next steps.
32. Since the June 2019 meeting the investigation work programme has been developed and detailed budgets have been set based on this programme.

### ***Early Delivery programme***

33. LGWM includes an Early Delivery programme to make a start on implementing the strategic approach to "move more people with fewer vehicles", while the larger and more complex components of the programme are being developed.
34. Key elements of the Early Delivery programme are:
- a Golden Mile – bus priority, walking and cycling improvements
  - b Thorndon Quay and Hutt Road – bus priority, cycling and walking improvements
  - c Safer speeds – central city and state highway east of Mt Victoria
  - d Cobham Drive pedestrian/cycle crossing
  - e Central city walking - signals optimisation for pedestrians
  - f Minor signal upgrades – bus detection and signal optimisation.
35. Procurement processes are well underway for the LGWM early delivery programme. As part of this, the contract to deliver the Golden Mile business case has been awarded and



early work has commenced. Identification of trials and quick wins are an important part of this contract and other contracts and we expect to see these being rolled out over the next year.

***City Streets programme***

- 36. In order to maximise access to funding and to expedite bus network improvements, the Bus Priority Action Plan, along with pedestrian and central city cycling improvements, will form the basis of the LGWM City Streets programme.
- 37. The Bus Priority Action Plan is being considered on today's meeting agenda (refer Report 19.485 - – Joint programme to improve the reliability of bus travel times in Wellington City) where additional information and context is provided.

***Business cases for major programme elements***

- 38. A significant component of the next phase of LGWM is progressing major programme elements through the business case process and undertaking more detailed investigation of each individual element of the programme.
- 39. Substantial work has been completed on scoping and tendering the business cases for the larger programme elements, including the mass rapid transit and state highway package (with a focus on Basin Reserve improvements and an extra Mt Victoria Tunnel).
- 40. In the next year a key priority is the completion of a business case for mass rapid transit (draft by late 2020), as this will be an important decision point to guide the design, staging and sequencing of other interventions. In addition, the indicative business case will allow the partner organisations to include the necessary investments in their long-term plans and the next Regional Land Transport Plan (RLTP) and unlock funding for the subsequent phases such as consenting, design development and construction.
- 41. The core deliverable for the mass rapid transit project is an indicative business case (<https://www.nzta.govt.nz/roads-and-rail/highways-information-portal/processes/project-development/indicative-business-case>) which:
  - a Confirms a recommended mass rapid transit route;
  - b Recommends a mode or mode(s) where this does not materially impact the confirmation of route or viability of mass rapid transit;
  - c Demonstrates the viability of mass rapid transit with respect to outcomes, cost, value for money, consentability and implementability;
  - d Provides early input into the State Highway Access indicative business case with recommended options at the interfaces between the projects;

- e Presents a detailed scope and management case for the next steps in the investigation and delivery of mass rapid transit including identifying opportunities for, and benefits of, acceleration or staging of subsequent project phases;
  - f Provides Project Partners with enough information for the inclusion of relevant activities in to future Long Term Plan (LTP), RLTP and National Land Transport Plan (NLTP) processes; and
  - g Is highly integrated with the other workstreams that form the LGWM programme and tell a compelling and aligned investment story.
42. The core deliverable for the state highway access project (with a primary focus on the Basin Reserve and Mt Victoria tunnel, but taking a corridor wide view) is an indicative business case which:
- a Provides early input into the MRT study with a recommended option at the interface between the projects to inform MRT corridor and mode selection;
  - b Investigates any operational optimisation needs for the SH1 corridor between Ngauranga Gorge and the airport to support the wider goals of LGWM and which are necessary to enable the delivery of other projects within the LGWM programme;
  - c Identifies a recommended option(s) to progress to detailed analysis;
  - d Identifies where trade-offs are required between different programme objectives and develops a transparent way to document these;
  - e Identifies an appropriate staging plan, clearly articulating the interdependencies between the various project elements within the package and projects outside the package and triggers for implementation of interventions;
  - f Presents a detailed scope and management case for the next steps in the investigation and delivery of state highway corridor improvements;
  - g Is highly integrated with the other workstreams that form the LGWM programme and tells a compelling and aligned investment story; and
  - h Provides Project Partners with enough information for the inclusion of relevant activities in to future Long Term Plan, Regional Land Transport Plan and National Land Transport Programme processes.

## **Te tātaritanga Analysis**

### ***Partnership agreement***

43. A new agreement is needed to provide for how the three partner organisations will work together, govern the programme of work, share costs and manage stakeholder

relationships for the next phase of work. The proposed LGWM Relationship and Funding Agreement is provided as **Attachment 1** to this report.

44. This agreement will also be considered by WCC's Strategy and Policy Committee on 11 December 2019 and at their council meeting on 12 December, in parallel with going through the Transport Agency's approval processes.
45. The agreement strengthens the partnership relationship and will supersede the current memorandum of understanding. It has been prepared in partnership between the respective legal teams of NZTA, GWRC and WCC based on common approaches and accepted practice in partnership arrangements of this kind, and includes the following key elements:
  - a Relationship expectations – the agreement sets out the expectations for parties around having regard to the LGWM Principles and Objectives, a commitment to collaborative working, and a 'programme first' approach to decision making, while recognising that each party has particular statutory powers, function and/or regulatory roles that it is bound by.
  - b Governance - ultimately all major decisions will be considered by the respective partner organisations. This includes the outcomes from the various business cases e.g. MRT, State Highway Access, Early Delivery, City Streets etc. the agreement provides for a LGWM Governance Reference Group (see more detail below), the membership of which is intended to be representatives from governance level within the agencies, and the LGWM Board, along with key management roles including the Programme Director and Owner Interface Managers. A commitment for regular update and reporting is provided to ensure Councillors are well-informed and able to make evidence-based decisions.
  - c Procurement - the agreement provides for a process to have procurement plans approved by each party before any work begins, which sets out the role each party will play in the procurement process, and for good project management practices, such as reporting, monitoring and management of the resulting contracts.
  - d Resourcing - the agreement provides for how parties will procure, share and allocate resources between them and between programme workstreams.
  - e Reporting - the agreement provides significant reporting responsibilities between the LGWM Programme Director and the Owner Interface Managers, and the LWGM Board.
  - f Communications with stakeholders - the agreement acknowledges that regular, consistent communications with stakeholders is vital to the success of the project and requires the parties to work together on communications plan that

emphasises the importance of co-ordinated communication with relevant stakeholders.

g Funding and cost sharing (discussed in more detail below).

46. The agreement also acknowledges the statutory role of each agency and the importance of recognising this while working together as a programme.

#### ***LGWM Governance oversight***

47. As part of the new Relationship and Funding Agreement outlined in **Attachment 1**, governance oversight will be explicitly provided for by the proposed Governance Reference Group and Board.
48. The Governance Reference Group is intended to provide an interface on council political preferences, interaction with the WCC's and GWRC's councils and the Transport Agency Board, and in relation to community interaction. This group is designed to inform, guide and assist the Councils and the Transport Agency Board to implement the programme.
49. It is proposed that the LGWM Governance Reference Group will meet no less than quarterly and will be guided by the LGWM Governance Reference Group Terms of Reference which will set out the roles, responsibilities and duties of the group. The Terms of Reference will be provided to Council in the New Year.
50. It is expected that Governance Reference Group representatives (with the support of the Council Owner Interface Manager, Programme Steering Group and Board members) will regularly report back to Council to ensure Council's direction and oversight is provided to the LGWM programme. Plans to keep Council engaged with the programme, including regular workshops, will form a consideration of the Governance Reference Group to assist in Council's decision making and overarching governance responsibilities.
51. Council will be responsible for agreeing business case approval milestones that in turn will enable Council to make informed, evidence-based decisions when developing the 2021-31 Long Term Plan.

#### ***Funding and cost sharing***

52. To develop and agree a full funding proposal for the implementation of the full LGWM programme, including the appropriate partner allocations, considerable additional information will be needed that will only be available at the conclusion of the further investigations and business case process. This includes information on:
  - Capital cost and sequencing of the programme elements;

- Operational costs associated with the operation and maintenance of infrastructure; and
  - Procurement approach to major programme elements; and ownership of new assets.
53. There are a number of relevant considerations for determining local funding sources and how the 40% local share will be split between the two local government partners, including:
- The appropriate balance between rates, user charges, and individuals or business who stand to benefit from the investment;
  - Where the benefits fall between region and city;
  - Asset ownership and operational responsibility;
  - Affordability; and
  - Funding and financing tools.
54. The necessary information to understand and analyse these will be provided by the next stage of investigations. It was therefore agreed by partners in June 2019 that for the 2019/20 and 2020/21 period, a simple formula be applied as an interim funding split.

***Interim funding split***

55. The interim funding arrangement, approved by Council in June 2019, covers the period up to June 2021 of the LGWM programme and includes:
- a Early Delivery programme;
  - b Further investigations, business cases and design;
  - c Any lost revenue from the removal of on street car parks; and
  - d Any advance property purchases (as required).
56. The interim funding split between central and local government was also agreed as follows:
- a Business case development and LGWM management costs – 60:40 (central and local government respectively);
  - b Early delivery programme – asset owner (generally Wellington City Council);
  - c Lost revenue from on street parking – asset owner (Wellington City Council); and,
  - d Advance property purchase costs – case by case basis with the expectation that costs would fall in the interim to the appropriate asset owner by agreement.
57. During the 2019/20 and 2020/21 period the interim funding split (of the above 40%) between the two local government partners was agreed as follows:

- a Investigations, business cases and LGWM management costs – 50:50;
  - b Early delivery programme – asset owner (for local government-owned assets) with financial assistance rates (FAR) rates applying; and
  - c Advance property purchase costs – case by case basis with the expectation that costs would fall in the interim to the asset owner.
58. If partner organisations incur other costs that fall outside of the interim funding agreement over the next two years, these will be taken into account as part of reviewing the funding agreement after the interim two year period and “wash up” payments made if necessary.

***Current allocation in the Long Term Plan and Annual Plan***

59. When the 2018-28 Long Term Plans were developed, both Greater Wellington Regional Council and Wellington City Council included an indicative allocation for their share of the LGWM programme based on the information available at that time. It was made clear in the consultation documents of both Councils that once better information was available, changes would be required.
60. The GWRC Long Term Plan 2018-28 provided for a total contribution of \$67m and the WCC Long Term Plan 2018-28 provided for a total contribution of \$126m towards LGWM over the ten year period. This comprised a mix of operational funding for investigations and business cases and capital costs for construction. The funding allocations from 2021/22 onwards will be updated and considered as part of the 2021 LTP process.
61. The allocation included in the existing Long Term Plans for the 2019/20 and 2020/21 years was \$1.2 million and \$1.2 million for GWRC and \$1.7 million and \$1.7 million for WCC respectively.

***Required allocation for 2019/20 and 2020/21***

62. A work programme for the investigation phase has now been developed which has allowed officers to prepare a detailed budget. This has involved detailed review of all elements of the budget for each workstream, and consideration from an overall programme perspective of the likely timing of key programme elements. This has taken into account the inherent optimism bias in long-term planning and where appropriate timing and resultant budgets have been adjusted to ensure realistic and achievable timeframes.

63. The total funding requirement for the programme over this year and next year, broken down by activities, is as follows<sup>1</sup>:

		<b>2019/20</b>	<b>2020/21</b>
Early Delivery	Investigations	\$4.6m	\$1.9m
	Delivery	\$1.1m	\$11.0m
City Streets	Investigations	\$3.7m	\$8.7m
	Delivery	\$0.0m	\$3.1m
Remaining Investigations Covering mass transit, state highway improvements, travel demand management and project office costs		\$9.4m	\$37.0m
<b>Total</b>		<b>\$18.8m</b>	<b>\$61.7m</b>

64. The table below shows the amount required from each partner in 2019/20 and 2020/21:

		<b>2019/20</b>	<b>2020/21</b>
<b>NZTA</b>	Opex	\$10.6m	\$21.4m
	Capex	\$0.6m	\$19.2m
	<b>Total</b>	<b>\$11.2m</b>	<b>\$40.6m</b>
<b>GWRC</b>	Opex	\$3.5m	\$7.1m
	<b>Total</b>	<b>\$3.5m</b>	<b>\$7.1m</b>
<b>WCC</b>	Opex	\$3.5m	\$7.1m
	Capex	\$0.6m	\$6.9m
	<b>Total</b>	<b>\$4.1m</b>	<b>\$14.1m</b>

65. The current allocations for 2019/20 and 2020/21 are \$1.7 million for WCC and \$1.27 million for GWRC. The funding gap for the 2019/20 and 2020/21 years is \$2.37 million and \$5.97 million for GWRC and \$2.47 million and \$12.47 million for WCC respectively.

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<sup>1</sup> Note: the numbers in these tables have been subject to rounding

**Impact of increased budget allocation in 2019/20 and 2020/21**

66. Currently, GW’s LGWM allocation is funded via a five year loan. The impact of the required increased allocation in 2019/20 and 2020/21 on loan repayments and rates will depend on the loan period going forward. There are several options, set out below:

	Increase in annual loan repayments resulting from new required LGWM allocations and potential rating impact <sup>2</sup> :		
	5 year loan	<b>10 year loan</b>	30 year loan
2019/20	\$187k 0.14% of rates	<b>\$ -21k</b> <b>0% of rates</b>	\$ -142k 0% of rates
2020/21	\$1.3m 0.96% of rates	<b>\$481k</b> <b>0.35% of rates</b>	\$ -1k 0% of rates

67. Given improved certainty provided by the Government funding announcement and endorsement of the programme business case by all partners, including the Transport Agency, a ten year loan period is considered appropriate and is recommended.

**Implications for the Annual Plan and Long Term Plan**

68. The programme of work for LGWM was introduced in the LTP 2018-28. The change recommended in this report is to the amount of funding required this year and next, pending further consultation and decisions through the 2021-31 Long Term Plan.

69. The 2020/21 Annual Plan will include the funding required for the current investigation phase and early delivery programme. The impact of the funding requirements for 2019/20 and 2020/21 has been considered and will not have a material impact on overall funding, debt or rates, as such a variation to the existing 2018 - 28 LTP is not required. Adjustments will be made to the 2020/21 Annual Plan as part of the normal annual plan process.

70. Some contract commitments are likely to extend beyond 2020/21 and will require a continued funding commitment.

71. Changes to the funding allocation for LGWM beyond 2020/21 will need to be considered as part of the Long Term Plan for 2021-31. The total funding required for LGWM will increase beyond what is currently budgeted by councils. Public consultation on the overall funding of the LGWM programme will form an important part of this future decision-making process.

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<sup>2</sup> The indicative % rate impact calculated from the increased loan repayment divided by \$1.35m.



72. In conjunction with the 2021-31 LTP, Council will consider a range of funding options for how its contribution to LGWM will be funded. For example, one option is to create a targeted rate, while another option may include a form of parking levy. The business case work being progressed over the next 12 months will provide considerable further information to inform these choices and ultimate decisions.

***Importance of making the required funding available***

73. LGWM is a transformational project that will shape the development of the region over the coming decades. It does not come without cost and both Councils need to be aware of the significant commitment required from ratepayers alongside the significant funding commitment from the NLTF.
74. Increasing the budget allocation for the next 18 months is essential to ensure the investigation work as part of the next phase of the LGWM programme can be progressed so that important milestones are met, and the early delivery programme can be undertaken.
75. Not agreeing to the additional funding for the next few years would have a significant impact on the overall programme funding and timing, to the point of potentially stopping the programme, with associated costs and risks for Council and its LGWM partners, including:
- a Risk to all LGWM funding as NLTF funding is conditional on the funding being agreed to by the council partners in the revised partnership and funding agreement;
  - b Reputational risk for both councils and their NZTA partner as a result of the LGWM programme effectively coming to a standstill;
  - c Costs associated with halting the tender processes that are already underway to commission work on the next phase of investigations;
  - d Consequential delay to key business case deliverables, which will mean necessary information (i.e. mass rapid transit mode/route, sequencing of major elements, local share split, and local share funding sources) is not available for the 2021 LTP and RLTP processes. This could mean that funding for future planning and implementation of the LGWM programme will not be identified and consulted on through the 2021 LTP and RLTP; and
  - e Delays could also negatively impact on supplier confidence and availability for the LGWM programme at a time where the sector is competing for technical resources.

**Ngā hua ahumoni**  
**Financial implications**

76. A full discussion of the financial implications associated with the decisions sought are provided in this report.

**Te huritao ki te huringa o te āhuarangi**  
**Consideration of climate change**

77. The matters requiring decision in this report were considered by officers in accordance with the process set out in Greater Wellington's *Climate Change Consideration Guide*.

***Mitigation and adaptation assessments***

78. The LGWM programme as a whole has been assessed to provide a high level, estimated performance against a number of key performance indicators. These include transport generated carbon emissions, resilience, and mode shift to public transport, walking and cycling. The programme has been assessed as having a positive impact on all of these indicators, and is set in the context of a growing city and regional population and economy.
79. The upcoming business case investigations for the various LGWM programme elements will involve more detailed assessment of emissions and climate change to understand the impact of different investment options.
80. In addition, a key factor influencing climate change outcomes associated with the LGWM programme will be ensuring land use policies and setting support more intensive development along any future mass rapid transit route, so more people use public transport and more destinations can be reached by walking and cycling.

**Ngā tikanga whakatau**  
**Decision-making process**

81. The matters requiring decision in this report have been considered by officers against the requirements of Part 6 of the Local Government Act 2002 (the Act).

**Te hiranga**  
**Significance**

82. Officers considered the significance (as defined by Part 6 of the Local Government Act 2002) of the matters, taking into account Council's Significance and Engagement Policy and Decision-making Guidelines. Officers recommend that the matters are of medium significance.
83. The LGWM programme and matters referenced in this report have a high degree of importance and interest to the regional community. While the decisions sought through this report are an interim step as part of a longer process, the impact of not agreeing to the proposed funding contribution and partnership agreement at this stage would significantly impact on progress to investigate, fund and deliver the LGWM programme - as set out in paragraphs 73 to 75 of this report.

84. The views and preferences of the community have been well canvassed through extensive engagement on the LGWM programme to date, and a strong message through engagement has been the desire to see the LGWM programme progressed and delivered as soon as possible.
85. The LGWM programme is consistent with Council policy and strategy set out in documents including the Wellington Regional Land Transport Plan and GW's Long Term Plan.
86. The matters for decision in this report will not impact on Council's capability or capacity. While a substantial increase in the allocated budget for LGWM in the 2019/20 and 2020/21 years is requested, it will not have a material impact on overall funding, debt or rates. The implications for the Annual Plan and LTP are discussed in paragraphs 66 to 72 of this report.

### **Te whakatūtakitaki Engagement**

87. Comprehensive, multi-stage engagement with stakeholders, interested parties and the regional community has been carried out as part of the LGWM programme over the past 3-4 years. Details of the engagement carried out to date is set out in the Background section of this report.
88. Adjustments will need to be made to the 2020/21 Annual Plan and consultation will be undertaken as part of the normal Annual Plan process if required.
89. Consideration of how to meet the local funding requirements of LGWM beyond this will be considered as part of the next LTP for 2021-31. Public consultation on the overall funding of the LGWM programme would form an important part of these decision-making processes.

### **Ngā tūāoma e whai ake nei Next steps**

90. The key next steps are:
  - a Progressing the Early Delivery programme;
  - b Completing the procurement process for the major component business case packages; and
  - c Building capacity within the LGWM core team and across partner organisations to resource the upcoming investigation work.
91. A significant programme of ongoing engagement, linked to key milestones, is planned to support the next stages of the LGWM programme. There will be both continuous communication and engagement around the overall LGWM programme progress and engagement on the detailed issues and options associated with the various packages of work.

92. The partner councils will be updated regularly with progress on the LGWM programme. Key decisions in relation to the packages of work will come back to Council for approval. It will be important to balance the trade-off between councils being involved in detailed decision making and speed of delivery.

**Ngā āpitihanga  
Attachment**

Number	Title
1	Let's Get Wellington Moving Relationship and Partnership agreement

**Ngā kaiwaitohu  
Signatories**

Writer	Natasha Hayes – Senior Strategic Advisor
Approvers	Luke Troy – General Manager, Strategy Greg Campbell – Chief Executive

<b>He whakarāpopoto i ngā huritaonga</b> <b>Summary of Considerations</b>
<p><b><i>Fit with Council or Committee's Terms of Reference</i></b></p> <p>The Council is the current decision-maker on Let's Get Wellington Moving matters relating to Greater Wellington.</p>
<p><b><i>Implications for Māori</i></b></p> <p>Mana whenua have been involved in stakeholder engagement as part of the LGWM programme, and will continue to be involved as the more detailed elements of the programme are investigated. There are no known additional impacts for mana whenua as a result of the specific matters for decision in this report.</p>
<p><b><i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i></b></p> <p>The LGWM programme is included in the Annual Plan and/or Long Term Plan, the implications of the proposal on these documents is set out in the report.</p>
<p><b><i>Internal consultation</i></b></p> <p>The matters in this report have been discussed with Greater Wellington's Finance and Legal team.</p> <p>Officers, primarily from Strategy, Public Transport, and Communication and Engagement areas, have been involved in developing the LGWM programme.</p>
<p><b><i>Risks and impacts: legal / health and safety etc.</i></b></p> <p>The risks and impacts associated with the matters for decision are set out in the report.</p> <p>Greater Wellington's legal team has been closely involved in development of the LGWM Relationship and Partnership agreement to ensure any legal risks are minimised.</p> <p>There are no health and safety considerations at this time.</p>

Draft – 02 December 2019

Attachment 1 to Report 19.485

# Let's Get Wellington Moving - Relationship and Funding Agreement

**New Zealand Transport Agency**

**Wellington City Council**

**Wellington Regional Council**



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**DATED**

**2019**

**PARTIES**

1. **New Zealand Transport Agency** (Waka Kotahi NZ Transport Agency), a Crown entity established under section 93 of the Land Transport Management Act 2003 (**Transport Agency**).
2. **Wellington City** a territorial authority constituted by clause 100 of the Local Government (Wellington Region) Reorganisation Order 1989 as Wellington City Council and listed in Part 2 of Schedule 2 of the Local Government Act 2002 as Wellington City Council (**WCC**).
3. **Wellington Regional Council** a regional council constituted by clause 9 of the Local Government (Wellington Region) Reorganisation Order 1989 and listed in Part 1 of Schedule 2 of the Local Government Act 2002 (**GWRC**).

**BACKGROUND**

- A. LGWM is an exciting and unique city shaping opportunity through which the parties will work collaboratively to deliver improved liveability, accessibility, safety, and resilience, and reduced car reliance using an integrated transport package as the enabler of transformational change.
- B. In 2014, the parties entered into a Memorandum of Understanding (**MoU**) in respect of “*the processes and behaviours the parties will exhibit as they jointly seek to deliver integrated transport outcomes for users of the transport network in Wellington city*”. The parties have made significant progress in their thinking about LGWM and have determined that, while the MoU has served well to date the parties wish to provide for a more detailed commitment in relation to the implementation and operation of the Detailed Investigation and Development Stage, and as such, significant review of the Memorandum is required. This agreement replaces that MoU.
- C. This agreement confirms the parties' commitment to work together to successfully deliver LGWM (subject to ongoing approval of business cases and funding for aspects of the programme as it continues to develop), and establishes the structures within which the parties will deliver to their joint objectives for the LGWM.
- D. The parties each acknowledge that their immediate priority is to progress the early improvements programme, which make up the Detailed Investigation and Development Stage, and consider the most appropriate structure to deliver the ongoing LGWM programme.

**1. PURPOSE, PRINCIPLES AND OBJECTIVES**

- 1.1 **Purpose:** The purpose of this agreement is to record:
  - (a) the parties' agreed objectives and commitment to the Detailed Investigation and Development Stage;
  - (b) the roles and responsibilities of the parties in relation to the Detailed Investigation and Development Stage;



- (c) the governance arrangements for management and oversight of the Detailed Investigation and Development Stage;
- (d) the indicative budget and how cost allocation will be agreed and paid by each of the parties for the Detailed Investigation and Development Stage; and
- (e) the reporting obligations that the parties will have in relation to the Detailed Investigation and Development Stage.

1.2 **LGWM Principles and LGWM Objectives:** In performing their activities and exercising their rights under this agreement the parties agree to have regard to the LGWM Principles and aim to deliver and achieve the LGWM Objectives.

1.3 **Commitment to collaborative working:** In relation to this agreement and the actions anticipated under it, the parties:

- (a) will work collaboratively and co-operatively with each other in good faith and with trust and mutual respect:
  - (i) to facilitate the delivery of the Detailed Investigation and Development Stage in a manner that has regard to fulfilling the LGWM Principles and is consistent with achieving the LGWM Objectives;
  - (ii) in planning, designing, authorising, undertaking, establishing, managing, operating or otherwise performing the Detailed Investigation and Development Stage;
  - (iii) to ensure each party is aware of, and kept up-to-date with, the planning, development and delivery of each part of the Detailed Investigation and Development Stage;
  - (iv) to provide clarity and transparency when dealing with third parties by providing a single point of contact; and
  - (v) to consider, investigate and endeavour to resolve any conflicts under or in connection with this agreement (and the Detailed Investigation and Development Stage) as they arise in a manner that maintains the integrity, professionalism and statutory accountabilities of each party.
- (b) commit to operating:
  - (i) an integrated collaborative team environment to encourage open, honest and efficient sharing of information;
  - (ii) a culture of no blame and no dispute to avoid all disputes or litigation between the parties;
  - (iii) in an open and transparent manner in relation to the Detailed Investigation and Development Stage (including actual expenditure and progress against Activity Budgets); and

- (iv) in a cost efficient and effective manner and on a “best for programme” approach to decision making, putting the interests of the programme ahead of the party’s individual interest, acknowledging that delivery of LGWM is in the interests of all agencies;
  - (c) will perform, manage and account to each other for performance of their respective roles and responsibilities set out in this agreement;
  - (d) where this agreement does not specify the roles and responsibilities that each of the parties will have in relation to any particular works or tasks related to the Detailed Investigation and Development Stage of LGWM, the roles and responsibilities will be as set out in the LGWM Management Plan or otherwise agreed by the LGWM Board; and
  - (e) ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this agreement.
- 1.4 **No surprises:** The parties agree that a ‘no surprises’ approach will apply in the performance and delivery of their functions in relation to LGWM and the Detailed Investigation and Development Stage. In particular, this approach will include:
- (a) keeping the other Partner Organisations informed, as soon as reasonably practicable, on becoming aware of any significant developments that are inconsistent with the LGWM Principles or likely to have an effect on the achievement of the LGWM Objectives, the progress of the Detailed Investigation and Development Stage or another party’s interests in relation to the Detailed Investigation and Development Stage or LGWM generally; and
  - (b) not knowingly taking any action or exercising any rights or entitlements that a party may have at Law or under this agreement that are likely to have a significant adverse effect on the fulfilling the LGWM Principles or the achievement of the LGWM Objectives, the Detailed Investigation and Development Stage, LGWM generally, or an another parties’ interests in relation to the Detailed Investigation and Development Stage or LGWM generally, without first informing the affected party, and giving that party a reasonable opportunity to comment or take advice or action on the possible effect of that action on the other party’s or its objectives.
- 1.5 **Statutory responsibilities acknowledged:** The parties recognise that each party has particular statutory powers, function and/or regulatory roles, and is bound by particular statutory responsibilities (**Statutory Functions**). This agreement does not seek to derogate from a party’s Statutory Functions and, accordingly:
- (a) nothing in this agreement in any way influences or restricts the exercise of Statutory Functions, binds a party to make a particular decision in respect of any Statutory Function exercised by that party, or prevents a party from taking any action that if not taken, in whole or part, would or could cause that party to be in breach of its Statutory Functions; and
  - (b) if there is a conflict between an obligation under this agreement, and a party’s Statutory Function, the applicable Statutory Function prevails to the extent of the conflict.

1.6 **Status of this agreement:** The parties agree that:

- (a) this agreement provides the relationship framework for the parties to deliver the Detailed Investigation and Development Stage in an efficient and effective manner; and
- (b) that all disputes, differences or question between the parties arising out of, or in connection with this agreement will be dealt with in accordance with clause 13 and that, other than in relation to the an obligation for a party to contribute its Funding Share or pay an amount in accordance with this agreement:
  - (i) there will be no arbitration or litigation between the parties on any such dispute, difference or question; and
  - (ii) each party waives all rights of action whether in contract, tort (including negligence), equity or otherwise, arising out of any act or omission by a party in connection with this agreement (other than acts or omissions relating to funding contribution and payment obligations as described above).

2. **COMMENCEMENT AND OVERVIEW**

2.1 **Term:** This agreement commences on the date on which it is signed by each party (**Commencement Date**) and, subject to clause 14, continues until the date on which the parties:

- (a) agree to terminate this agreement; or
- (b) enter into a new agreement that expressly replaces this agreement.

2.2 **Replacement of Agreement:** It the intention of the parties that this agreement end, be replaced, and/or be substantively reviewed and updated:

- (a) at the end of the Detailed Investigation and Development Stage; or
- (b) following the establishment of a new delivery vehicle for LGWM if that option is chosen by the parties.

2.3 **Limits on activities and contributions:** Notwithstanding clause 2.1, under this agreement, no party will be required to:

- (a) perform any activities or be required to contribute payment, funding or resources towards any activities that are not related to the Detailed Investigation and Development Stage or its obligations under this agreement; or
- (b) make any payment in excess of its Funding Share:
  - (i) of the then current total Detailed Investigation and Development Stage Budget; or
  - (ii) in relation to any particular activities, projects or elements of the Detailed Investigation Development Stage, a Workstream Funding Approval for that aspect, phase, project or element.

2.4 **Review of agreement and Operational Documents:** The parties agree:

- (a) that at the early stages of the complex LGWM programme there are a number of unknowns and risks that need to be identified and managed, both in relation to the Detailed Investigation and Development Stage and LGWM more broadly;
- (b) that this uncertainty means that the operation of the Project Office and the Detailed Investigation and Development Stage needs to be able to be reviewed and adapt as the Detailed Investigation and Development Stage and LGWM matures;
- (c) to review this agreement and the Operational Documents:
  - (i) on a regular basis (at least annually); and
  - (ii) as reasonably requested by a party, where that party, acting reasonably, considers that a review of this agreement and or the Operational Documents is necessary,to ensure that this agreement and Operational Documents are in the best form to deliver the Detailed Investigation and Development Stage and the LGWM programmes more generally when the parties are looking to transition from the Detailed Investigation and Development Stage to later life cycle stages of the programme development.

3. **GOVERNANCE AND OPERATION**

3.1 **LGWM Governance Reference Group:**

- (a) The parties will establish and maintain, throughout the term of this agreement, an LGWM governance reference group (**LGWM Governance Reference Group**), consisting of two senior representatives of each party (**LGWM Governance Reference Group Members**) to:
  - (i) provide an interface between the two Councils and the Transport Agency Board on the political or senior internal governance level preferences of each of the parties and in relation to community interaction; and
  - (ii) keep the respective Councils and the Transport Agency Board (as relevant) informed of the progress, and the LGWM Board's decisions in relation to, the Detailed Investigation and Development Stage and LGWM generally.
- (b) As at the date of this Agreement, the parties' representative(s) on the LGWM Governance Reference Group are identified in Schedule 1. Each party will be entitled to replace its LGWM Governance Reference Group Member, or nominate alternate or proxy LGWM Governance Reference Group Members, in accordance the LGWM Governance Reference Group Terms of Reference.
- (c) The LGWM Governance Reference Group will meet no less than quarterly and will:
  - (i) operate and be conducted in accordance with; and
  - (ii) be responsible for conducting the roles and responsibilities, and will have the duties, set out in,

the LGWM Governance Reference Group Terms of Reference.

- (d) Unless otherwise agreed by the parties, the parties will procure that the LGWM Programme Director (or their delegate) will be responsible for scheduling the meetings, producing the agenda and recording the minutes of any meeting of the LGWM Governance Reference Group.

### 3.2 **LGWM Board:**

- (a) The parties will establish and maintain, throughout the term of this agreement, an LGWM programme board (**LGWM Board**), consisting of voting members of one senior representative of each party (**LGWM Board Members**) to provide overall strategic direction and decision making for the Detailed Investigation and Development Stage and LGWM generally. Each party may invite such other senior representatives or subject matter experts to attend LGWM Board meetings as the party considers appropriate in the circumstances or as otherwise permitted by the LGWM Board Terms of Reference.
- (b) As at the date of this Agreement, the parties' representative on the LGWM Board are identified in Schedule 1. Each party will be entitled to replace its LGWM Board Member, or nominate alternate or proxy LGWM Board Members, in accordance the LGWM Board Terms of Reference.
- (c) The LGWM Board will meet no less than 10 times in any 12 month period and will:
  - (i) operate and be conducted in accordance with; and
  - (ii) be responsible for conducting the roles and responsibilities, and will have the duties, set out in,the LGWM Board Terms of Reference.
- (d) Unless otherwise agreed by the parties, the parties will procure that the LGWM Programme Director (or their delegate) will be responsible for scheduling the meetings, producing the agenda and recording the minutes of any meeting of the LGWM Governance Reference Group.
- (e) The LGWM Board Terms of Reference will record that, all decisions made by the LGWM Board must be unanimous (that is, supported by all LGWM Board Members or their nominated alternate or proxy, as the case may be); and
- (f) If a decision from the LGWM Board requires a LGWM Board Member to follow an internal decision making process or obtain internal approval (whether from another member of that LGWM Board Member's organisation or its Board or Council) the relevant LGWM Board Member will follow the required processes to seek the internal determination or decision and report that decision back to the LGWM Board.
- (g) In addition to the meetings of the LGWM Board, the alternate LGWM Board Members appointed in accordance with this Agreement will meet with the LGWM Programme Director on a weekly basis (or such other basis as agreed by the parties) to provide a steering group for activities relating to the Detailed Investigation and Development Stage and LGWM

generally with a view to enabling the efficient and effective operation of LGWM and interface between each of the parties' respective governance bodies.

**3.3 LGWM Programme Director:**

- (a) The LGWM Programme Director is the person nominated in Schedule 1. The LGWM Board may remove or replace the LGWM Programme Director from that role under this agreement at any time and/or may appoint a person to act as the LGWM Programme Director on an interim basis during any period in which the LGWM Programme Director is unavailable.
- (b) The LGWM Programme Director (or any interim appointee) will report to the LGWM Board and attend LGWM Board meetings as required by the LGWM Board, but will have no voting rights.
- (c) The parties agree to ensure that the LGWM Programme Director:
  - (i) will be responsible to the LGWM Board and carry out the duties set out in the LGWM Management Plan as directed by, and in accordance with the instructions of, the LGWM Board;
  - (ii) must act in accordance with the prescribed financial and other limits and instructions advised by LGWM Board or set out in the LGWM Management Plan (items or decisions outside those limits must be referred to the LGWM Board for a decision).

**3.4 Owner Interface Managers (OIMs):**

- (a) Each party will appoint and maintain, throughout the term of this Agreement, at least one owner interface manager (**OIM**) to support to the LGWM Programme Director and the success of the Detailed Investigation and Development Stage and LGWM generally by:
  - (i) liaising and coordinating the provision of resources by their respective appointing party;
  - (ii) providing an ongoing line of reporting and communication to relevant governance bodies within their respective appointing party (including, in the case of WCC and GWRC, their Councils and in the case of the Transport Agency, the Board) to assist in the efficient operation of internal governance bodies in respect of decisions related to LGWM; and
  - (iii) performing the other roles and responsibilities specified in the LGWM Management Plan.
- (b) As at the date of this Agreement, the parties' OIMs are identified in Schedule 1. A party may replace its OIM, with a suitably experienced and qualified replacement, by notice in writing to the other parties.
- (c) The OIMs will meet on at least a weekly basis to progress the Detailed Investigation and Development Stage, discuss resource provision from the parties, upcoming activities and recommendations to the LGWM Programme Director and/or the LGWM Board in relation to the operation of the Detailed Investigation and Development Stage.

**3.5 Development of operational documents:**

- (a) Within 60 Business Days of the Commencement Date (or such longer period agreed by the LGWM Board), following LGWM Board endorsement, the parties will seek to agree, in accordance with each parties' internal decision making requirements, the:
  - (i) LGWM Governance Reference Group Terms of Reference;
  - (ii) LGWM Board Terms of Reference;
  - (iii) LGWM Management Plan;
  - (iv) Procurement Strategy; and(each an **Operational Document**).
- (b) Once agreed by the parties, an Operational Document may be amended from time to time by approval of the LGWM Board in consultation with the LGWM Governance Reference Group.
- (c) Pending agreement of the Operational Documents, the parties will continue to support, operate and provide resources to the Detailed Investigation and Development Stage in the same manner as they have prior to the Commencement Date.

**3.6 Resourcing:**

- (a) Each party will provide the Resources in accordance with the Procurement Strategy (subject to any delays or issues in providing a Resource outside of the relevant party's control, including where no suitable or appropriate candidates apply for a position required in the Procurement Strategy). The Resources specified in the Procurement Strategy will comprise the "**Project Office**".
- (b) Each party will ensure that the personnel provided by it as part of the Project Office perform the relevant roles and responsibilities set out in, and comply with, the LGWM Management Plan.

**3.7 Probity Advisors:**

- (a) The parties will appoint such independent professional probity advisors as the parties agree may be required to assist with the ongoing work associated Detailed Investigation and Development Stage including, without limitation, the development of the Probity Framework.
- (b) The costs associated with engaging the probity advisor (and the provision of the probity advisor's services) will be at a "cross programme cost" and allocated between the parties in accordance with Funding Principles to be taken into account in payment of each party's Funding Share under this agreement.

#### **4. ACTIVITIES AND SERVICE PROCUREMENT PROCESS**

4.1 Unless otherwise agreed by the LGWM Board:

- (a) WCC will be the procuring party and the Principal in relation to any goods or services from a third party supplier, the employment or allocation of Resources in accordance with the Procurement Strategy, and the general operation of activities relating to the City Streets Project; and
- (b) the Transport Agency will be the procuring party and the Principal in relation to any goods or services from a third party supplier, the employment or allocation of Resources in accordance with the Procurement Strategy, and the general operation of activities for all aspects of the Detailed Investigation and Development Stage other than the City Streets Project.

4.2 A Principal (whether separately, through its appropriately authorised representatives in the Project Office, or with other assistance from the Project Office) will:

- (a) procure third party goods or services, goods and services from each party, and allocate Resources or Project Office effort in relation to the Activities for which it is a Principal in accordance with the relevant Workstream Funding Approval, Procurement Strategy and Activity Budget; and
- (b) where required by the LGWM Management Plan or the Procurement Strategy, notify the LGWM Board of the proposed Activity, including where:
  - (i) the value of the relevant Activity (including both the cost of goods and services and value of any effort allocations) or any individual procurement or allocation is over the relevant thresholds specified in the Procurement Strategy; or
  - (ii) any proposed Activity is not contemplated by the Procurement Strategy; or
  - (iii) no Activity Budget has been agreed for the proposed Activity and the total value of the procurements and allocations for the Activity is over the relevant threshold specified in the Procurement Strategy,

and provide any further details and information reasonably required for the LGWM Board to be able to make the decisions described in clause 4.3 below.

4.3 After receiving a notice under clause 4.2(b), the LGWM Board will determine:

- (a) whether a procurement approval memorandum is required to be completed by the proposed Principal and provided to all parties to this agreement in relation to a proposed procurement;
- (b) the appropriate Activity Budget (if no budget is included in the Project Strategy) for the proposed procurement or allocation or any adjustments to the Activity Budget (the parties acknowledge that each party may also be required to follow its own relevant internal budgetary approvals prior to the LGWM Board approving the Activity Budget and any amendment to, or new, Activity Budget that would result in a change to the relevant



Workstream Funding Approval which the proposed procurement or allocation forms part, will be addressed in accordance with the Budget Management Process);

- (c) whether there are any specific contractual clauses that will need to be included in the relevant Project Contract (e.g. in relation to the ownership of assets or deliverables, a clause relating to privity, and/or a clause that will allow the Project Contract to be assigned, transferred or novated in the event that the Principal terminates its participation in this Agreement); and
- (d) the appropriate party to own any assets resulting from the Activity (and any terms relating to the vesting of those assets).

4.4 If the LGWM Board determines that a procurement approval memorandum is required in accordance with 4.3 above, then

- (a) the Principal must complete the procurement approval memorandum and distribute a copy of the procurement approval memorandum to all other parties to this agreement;
- (b) each of other parties will review the procurement approval memorandum and promptly notify the Principal whether it approves the scope of the procurement as detailed in the memorandum or not; and
- (c) the Principal must not progress the proposed procurement unless and until it has received the approval from each of the other parties under clause 4.4(b) above.

Any party may seek to resolve any issue or rejection of a procurement approval memorandum in accordance with clause 13.

4.5 Subject to the restriction on proceeding with a proposed procurement set out in clause 4.3, a Principal must:

- (a) follow the procurement procedures as set out in the Procurement Strategy in carrying out the procurement, negotiating and entering into any Project Contract;
- (b) comply with any other requirements set out in the LGWM Management Plan for procurement, including requirements relating to confidentiality, conflicts of interest, scope, evaluation process and approvals;
- (c) not enter into a Project Contract or acquire goods or services from a party or allocate Project Office effort to an Activity where the a total cost (or total estimated cost) of the goods, services and allocation is greater than the value allocated to the services, goods or effort allocation in the latest Activity Budget approved by the LGWM Board (which may be set out in the Procurement Strategy);
- (d) unless otherwise agreed by the LGWM Board, not enter into a Project Contract with any commitment that extends beyond the funding period committed to by the parties in the latest Activity Budget approved by the LGWM Board or in the relevant Workstream Funding Approval;

- (e) take into account and use its best endeavours to comply with any direction by the LGWM Board under clause 4.3(c) to include specific contractual clauses in the Project Contract; and
- (f) if a Project Contract relates to the development or management of assets of deliverables that the LGWM Board agrees will be owned by another party, provide that other party with progress updates, and asset condition and development information as reasonably requested by the owning party from time to time.

## 5. CONTRACT MANAGEMENT

5.1 **Discretion of Principal:** Subject to clauses 5.2 and 11, each Principal may exercise any rights and obligations it may have under a Project Contract without consulting any other party or the LGWM Board.

5.2 **Exceptions:** Notwithstanding clause 5.1, unless otherwise permitted under the LGWM Management Plan, a Principal may not exercise any rights or obligations under a Project Contract in relation to the following matters without the prior approval of the LGWM Board:

- (a) any variation to, or extension of, the Project Contract;
- (b) termination of the Project Contract;
- (c) any change in the scope or nature of the services or deliverables being provided under the Project Contract;
- (d) settlement or litigation of any disputes under the Project Contract;
- (e) any waiver of a material right or claim under the Project Contract;
- (f) the exercise of a right to require certain personnel to serve as Key Personnel, or to remove any Key Personnel or subcontractors under the Project Contract; and
- (g) the exercise of a right to approve or require the removal of specific subcontractors under the Project Contract.

## 6. REPORTING

6.1 **Project Office reports:** The parties will ensure that the LGWM Programme Director (or their delegate, including delegates in the Project Office) will provide the LGWM Board the following reports at a summary level, and each of the OIMs with the following reports at a detailed level:

- (a) a monthly progress report setting out:
  - (i) in relation to the Detailed Investigation and Development Stage as a whole, all expenditure incurred in implementing the Detailed Investigation and Development Stage, including the expenditure incurred in the prior month, the total expenditure incurred on the Detailed Investigation and Development Stage to date, and the actual expenditure in comparison to the Detailed Investigation and Development Stage Budget;

- (ii) in relation to each Workstream Funding Approval or each set of related Workstream Funding Approvals (as identified in the relevant Workstream Funding Approvals), all expenditure incurred in implementing activities, projects or elements forming part of the Workstream Funding Approval(s), including the expenditure incurred in the prior month, the total expenditure incurred in relation to the Workstream Funding Approval(s), and the actual expenditure in comparison to the relevant forecasts for expenditure of the Workstream Funding Approval(s);
- (iii) confirmation from the LGWM Programme Director (or his or her delegate) that all expenditure incurred in the prior month relates to the Detailed Investigation and Development Stage and has been incurred generally in accordance with the Detailed Investigation and Development Stage Budget (and any evidence reasonably requested by the LGWM Board to support that confirmation);
- (iv) any key risks to the Detailed Investigation and Development Stage or LGWM;
- (v) progress against key milestones and deliverables agreed by the parties; and
- (vi) any other details required to be included by the LGWM Management Plan or by the LGWM Board; and

(b) any additional reports the LGWM Board or parties reasonably request.

6.2 **Information provision:** Each party will make information reasonably requested by the LGWM Programme Director available to them to enable the LGWM Programme Director to comply with the reporting obligations under this clause 6.1 (including information relating to Activity Forecasts and actual expenditure against projects or workstreams for which a party is the Principal).

6.3 **Other reports:** Each party will be responsible for undertaking its own:

- (a) internal reporting; and
- (b) financial and statutory planning, including ensuring appropriate provision for the requisite funding is made in the relevant Long Term and Annual Plans, Regional Land Transport Plans and National Land Transport Programme(s).

## 7. FUNDING SHARES

7.1 **Funding Shares:** Unless otherwise agreed in writing by the parties, each of the parties will contribute and account for their respective shares of the Detailed Investigation and Development Stage Budget (in each case "**Funding Shares**") in accordance with the Funding Principles, Schedule 5, clause 7.2 and clause 8.

7.2 Unless otherwise agreed by the parties, in the event of any unexpected cost, loss or liability, including for example a legal challenge, cost overrun or other externally initiated event relating to the Detailed Investigation and Development Stage, the cost, loss or liability will be shared between the parties at the proportion of the Funding Share and otherwise in accordance with the Funding Principles.

## 8. BUDGET MANAGEMENT AND INVOICING

### 8.1 Budget Management:

- (a) Any new Workstream Funding Approvals, or any change to an existing Workstream Funding Approval or the Detailed Investigation and Development Stage Budget will be addressed by the parties in accordance with Budget Management Process.
- (b) No party will be required to contribute any money under this agreement above its Funding Share of each approved Workstream Funding Approval that forms part of the then current Detailed Investigation and Development Stage Budget.

### 8.2 Forecasting: The Principal for a project or work stream will:

- (a) throughout the lifecycle of each Activity, maintain an up-to-date forecast of expenditure and effort for each Activity (including third party costs and expenses, cost allocation for Project Office resources to be used, and the cost of any additional or special services to be acquired from a party for that Activity) to a level of detail that would be reasonably expected based on the nature and scope of the relevant Activity and that otherwise complies with the requirements of the LGWM Management Plan (**Activity Forecast**); and
- (b) make each Activity Forecast available to each other party on request (or in such other manner as agreed by the parties from time to time).

### 8.3 Payment of Detailed Investigation and Development Stage expenditure: The relevant Principal will, subject to any relevant procedures set out in the LGWM Management Plan, pay all undisputed third party costs incurred and invoiced under any Project Contract in accordance with the terms of the relevant Project Contract, on receipt of fully itemised invoices from the relevant service provider in accordance with the terms of the relevant Project Contract.

### 8.4 Invoicing of Funding Shares: Unless otherwise agreed in relation to a project or workstream, the relevant Principal will invoice the other parties for each of its projects or workstreams quarterly in advance for the monies the other parties are liable for in relation to that project or workstream based on the current Activity Forecast for the upcoming quarter for that project or workstream:

- (a) in accordance with the applicable Funding Shares of each respective party; and
- (b) taking into account:
  - (i) each party's contribution of Project Office resources, additional services provided by non-Project Office from the party, third party service provider costs, and other relevant costs or factors (including any apportionment methodology agreed by the parties), in each case, related or connected to the project to the relevant project or workstream; and
  - (ii) any wash-up necessary to account for any difference between the actual expenditure for a project or workstream in the immediately preceding quarter against the funding paid by each party in the invoice relating to that quarter.

The first such invoice and contribution will be payable within 30 Business Days of the Commencement Date unless otherwise agreed by the parties.

- 8.5 **Payment of Funding Shares:** Subject to clause 8.4 in relation to the first invoice and contribution under this agreement, upon receipt of an itemised invoice from a Principal, each party will pay its share of the invoiced amount (determined in accordance with the Funding Shares and clause 8.4) by the 20<sup>th</sup> day of the month following the month of receipt of the invoice.

## 9. CONFIDENTIALITY

- 9.1 **Non-disclosure:** Except as permitted by this clause 9, each party will keep each other parties' Confidential Information confidential and will not disclose such Confidential Information to any person or use such Confidential Information for any purpose other than the purpose of this agreement.

- 9.2 **Exceptions:** Notwithstanding clause 9.1, a party may disclose any Confidential Information:

- (a) to its professional advisers, auditors or bankers on a need to know basis;
- (b) if and to the extent disclosure is required by Law, provided that party gives the other party notice of the requirement as soon as practicable before such disclosure is made; or
- (c) if and to the extent the information is obtained or developed independently of the information disclosed by the disclosing party.

- 9.3 **Official Information:** The parties agree that, for the purposes of requests under the Official Information Act 1982 (**OIA**) or the Local Government Official Information and Meetings Act 1987 (**LGOIMA**) relating to the Detailed Investigation and Development Stage and LGWM generally (**LGWM Information Requests**), the Transport Agency is likely to be the agency holding the information or that the request is likely to be more closely connected with the Transport Agency's functions. Accordingly:

- (a) WCC and GWRC will each, where permitted under LGOIMA, transfer any LGWM Information Request received by them and comply with their obligations under LGOIMA in relation to that transfer; and
- (b) the Transport Agency will process and respond to LGWM Information Requests that it has received under OIA (either directly or that have been transferred to it by another party) and:
  - (i) it may be required under the OIA to release information received from GWRC and WCC, even if it is regarded as confidential, but that before releasing any information that GWRC or WCC has identified as Confidential Information, the Transport Agency will consult them and have due regard to their views; and
  - (ii) the other parties will provide the Transport Agency with such assistance as reasonably requested by the Transport Agency to assist in responding to any such requests.

The effort and resources used in processing and responding to LGWM Information Requests will be allocated towards and count towards the Transport Agency's Funding Share and its contribution to the Detailed Investigation and Development Stage Budget.

- (c) If WCC or GWRC is not permitted to transfer an LGWM Information Request as contemplated by this clause 9.3, the parties acknowledge that they may be required under LGOIMA to release information received from the other parties even if it is regarded as confidential. Before releasing any information that another party has identified as Confidential Information, GWRC and/or WCC will consult the other party or parties and have due regard to their views.

## 10. STAKEHOLDER ENGAGEMENT AND PUBLIC STATEMENTS

10.1 Regular and consistent communication with key stakeholders and the public generally is vital to the success of the Detailed Investigation and Development Stage and LGWM generally.

10.2 The parties will:

- (a) develop a comprehensive stakeholder engagement and communications plan to be incorporated into the LGWM Management Plan in accordance with clause 2.4, which will ensure that key stakeholders and concerned parties are kept informed throughout the delivery of the Detailed Investigation and Development Stage and LGWM generally; and
- (b) act consistently with the communications requirements contained in the LGWM Management Plan.

10.3 No party (or their respective representatives) will make any public statement or other comment about:

- (a) the progress or performance of the Detailed Investigation and Development Stage or LGWM (or any aspect of them), or purport to make any public statement or other comment on behalf of the LGWM programme, other than in accordance with the stakeholder engagement and communications plan incorporated into LGWM Management Plan; or
- (b) any other party's involvement or performance in the Detailed Investigation and Development Stage or LGWM (or from which information about any other party's involvement or performance could be inferred), without first consulting with and obtaining the prior approval of other directly affected parties as to the form and content (such approval not to be unreasonably withheld or delayed) provided that, subject to clause 10.3(a), each party will be free to comment on its own arrangements so long as it does not refer to any potential role or involvement of another party in any particular LGWM activities.

## 11. INTELLECTUAL PROPERTY

11.1 **Background IP:** Nothing in or done in connection with this Agreement will affect the ownership of any Background IP.

11.2 **Developed IP:** Except as otherwise agreed by the parties, as between the parties, each party will be entitled to all present and future intellectual property rights arising on the creation of any Developed Works by or on behalf of the party.

11.3 **Licence for other parties:** Except as agreed otherwise, each party (**First Party**) grants to each of the other parties a non-exclusive, non-transferable, fully paid-up licence to use, copy, modify and

adapt any Works (including Developed Works) provided or made available by the First Party to either of the other parties under or in connection with the Detailed Investigation and Development Stage or this agreement, solely for the purposes of performing their obligations or exercising their rights under this agreement, or to inform their decision-making or support functions in relation to LGWM.

## 12. DISPUTE RESOLUTION FOR PROJECT CONTRACTS

12.1 **Process for disputes:** Should a dispute arise under a Project Contract, each party to this agreement acknowledges and agrees that:

- (a) the Principal will, subject to gaining the prior written approval of the LGWM Programme Director or LGWM Board as required by the LGWM Management Plan (provided that, in the case of issuing or responding to litigation proceedings LGWM Board approval must always be obtained), initiate or respond to the formal dispute resolution process set out in the relevant Project Contract on behalf of the Responsible Party and any other parties to the Project Contract (if applicable);
- (b) each party agrees that all claims the Principal may have against the relevant service provider under the Project Contract (**Counterparty**) will be notified to the Principal and managed by the Principal, notwithstanding if any of the other party has a legal right to enforce any underlying action;
- (c) each other party will provide all reasonable assistance to the Principal in respect of any dispute or claim made by the Principal under the Project Contract; and
- (d) the Principal shall not settle or begin any litigation proceedings without first obtaining the consent of all other parties to this agreement that would be affected by such settlement or litigation (such consent not to be unreasonably withheld or delayed).

12.2 Any amount recovered by the Principal from the Counterparty as damages or settlement of a dispute shall be apportioned to the parties as agreed in writing between the parties at the time of receipt of such damages or settlement in accordance with clause 7.2.

## 13. DISPUTE RESOLUTION UNDER THIS AGREEMENT

13.1 **Continued performance:** In the event of any dispute, difference or question arising out of, or in connection with, this agreement (**Dispute**) each party must:

- (a) use its best efforts to resolve the Dispute through good faith negotiations and informal dispute resolution techniques;
- (b) comply with these clauses 13.2 to 13.4 (inclusive), as applicable; and
- (c) continue to perform its obligations under this agreement and any Project Contract(s) as far as possible as if the Dispute had not arisen, pending final settlement of the Dispute.

- 13.2 **Escalation:** Each party will advise its Contact Person of a Dispute on the day that the Dispute arises. The Contact Persons will use their best efforts to resolve the Dispute in accordance with clause 13.1. If the Dispute is not resolved:
- (a) within 10 Business Days, any party may escalate the Dispute to the parties General Managers for resolution; and
  - (b) within a further 10 Business Days of escalation under clause 13.2(a), the Dispute will be escalated to the parties Chief Executives for resolution.
- 13.3 **Expert Determination:** If the Dispute is not resolved under subclause 13.2(b) then the parties may agree in writing to refer the Dispute to expert determination. If the Dispute is referred to an expert for determination:
- (a) the expert will be appointed by agreement between the parties or, failing agreement, within five Business Days following the date of escalation to the persons described at clause 13.2(b), by the President of the New Zealand Law Society (or his or her nominee) who will be requested to appoint an expert who is suitably qualified and experienced in relation to the subject matter of the Dispute;
  - (b) the expert will act as an expert and not as an arbitrator, and referral of the Dispute to the expert will not be a submission to arbitration for the purposes of the Arbitration Act 1996 and the provisions of that Act will not govern that referral;
  - (c) within 10 Business Days of the expert accepting the appointment, the parties will send written submissions on the Dispute to the expert and to each other party and, within five Business Days of receiving the other parties' submissions, will submit any written replies they wish to make to the expert and to each other party;
  - (d) the parties will give the expert all necessary assistance that the expert reasonably requires to determine the Dispute;
  - (e) the expert will, unless the parties otherwise agree, be directed to deliver a written determination to the parties within 15 Business Days of having received the parties' initial written submissions under subclause (c);
  - (f) the expert will have the power to compel any party to produce any information material to the Dispute which that party has in its possession and which that party could be required to produce on discovery in a court proceeding to the expert and to the other parties;
  - (g) the expert's decision will be final and binding and, to the extent it is lawful to do so, the parties waive any right of appeal or review; and
  - (h) the expert will determine the proportion of the expert's fees that each party will be required to pay, having regard to (amongst other things) the conduct of the parties.
- 13.4 **Mediation:** If:
- (a) the Dispute is not resolved under clause 13.2; and



(b) the parties have not otherwise agreed to refer the Dispute to expert determination,

then either party may refer the Dispute to mediation by notice to the other party, or the parties may otherwise agree in writing to refer the Dispute to mediation. The mediation will be conducted by a single mediator, in accordance with the terms of the Resolution Institute Standard Mediation Agreement and at a fee to be agreed by the parties. If the parties fail to agree on the identity of the mediator and/or the mediator's fee within five Business Days of referral of the Dispute to mediation, the mediator will be chosen, and the mediator's fee determined by, the chairperson for the time being of the Resolution Institute (or his or her nominee).

13.5 **Injunction:** Nothing in this clause 13 will preclude either party from taking immediate steps to seek urgent relief before a New Zealand Court.

#### 14. TERMINATION

14.1 **Withdrawal from participation:** Any party may terminate their participation in this agreement at any time by giving at least 3 months' prior written notice to the other parties.

14.2 **Consent to withdraw required:** A part seeking to terminate its participation under this agreement must obtain consent from:

- (a) in the case of the Transport Agency, the Transport Agency's Board; and
- (b) in the case of the WCC and GWRC, the consent of their respective Council.

14.3 **Effect of withdrawal or termination:**

- (a) Any termination of a party's participation in this agreement made in accordance with clause 14.1 will not affect the rights or obligations of any other parties under this agreement.
- (b) If a party (**terminating party**) terminates its participation in this Agreement in accordance with clause 14.1, the parties (including the terminating party) will promptly meet to discuss and agree (without prejudice to the terminating party's obligations under clause 14.4):
  - (i) whether it is feasible to continue any or all aspects of the Detailed Investigation and Development Stage, or LGWM more generally in the absence of the terminating party; and
  - (ii) any processes or procedures for the seamless transition of the terminating party's responsibilities in relation to the Detailed Investigation and Development Stage to another nominated party (including the novation of any Project Contents for which the terminating party is the Principal).

14.4 **Ongoing liability of terminating party:** Unless otherwise agreed by the parties, the terminating party will be liable to cover:

- (a) on an ongoing basis, its Funding Share and contribution of other monies (calculated in accordance with clauses 7 and 8) for any costs, expenses, claims, liabilities, losses or damages incurred under or in relation to any Project Contracts in force at the date of the

terminating party's withdrawal for the period from the date of the terminating party's withdrawal until completion, expiry or termination;

- (b) the full amount of any costs, claims, liabilities, losses or damages incurred by the other parties in relation to this agreement or under any Project Contract arising from the terminating party's withdrawal, including:
  - (i) any costs relating to or arising from the termination or assignment of any Project Contracts where the terminating party is the Principal;
  - (ii) any costs reasonably incurred by the other parties in making alternative arrangements to ensure continued performance of the roles and responsibilities previously assigned to the terminating party under this Agreement;
  - (iii) any other amounts due to be paid prior to the date of the termination in accordance with this agreement;
  - (iv) any additional costs reasonably required to ensure sufficient resourcing of the Project Office following the terminating party's withdrawal;
  - (v) any reasonable costs relating to any required variations of a Project Contract as a result of the terminating party's withdrawal; and
  - (vi) any other costs incurred by the other parties that the LGWM Board reasonably determines are directly attributable to the withdrawal of the terminating party.

## 15. CONTACT PERSONS

- 15.1 The parties have each appointed a Contact Person who is the first point of contact for the other parties. Each party's Contact Person as at the Commencement Date is set out in Schedule 1.
- 15.2 Each party agrees that the nominated Contact Persons will keep themselves well informed of the Project, and have a sufficient level of authority to represent their party's view to the other Contact Persons.
- 15.3 The parties may change their Contact Person or the contact details of the Contact Person at any time by written notice to the other parties.

## 16. NOTICES

- 16.1 **Notices:** Each notice or other communication given under this agreement (each a **notice**) will be in writing and delivered personally or sent by post or email to the address of the relevant party's Contact Person set out in clause 14.4(b)(i) or to any other address from time to time designated for that party by at least five Business Days' prior notice to the other parties.
- 16.2 **Receipt:** A notice under this agreement is deemed to be received if:
  - (a) **Delivery:** delivered personally, when delivered;

- (b) **Post:** posted, three Business Days after posting or, in the case of international post, seven Business Days after posting; and
- (c) **Email:** sent by email, at the time the email enters the recipient's designated information system,

provided that any notice deemed received after 5 pm or on a non-Business Day will be deemed to have been received on the next Business Day.

## 17. GENERAL

- 17.1 **Amendments:** No amendment to this agreement will be effective unless it is in writing and signed by all of the parties.
- 17.2 **Assignment:** No party may assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other parties, such consent not to be unreasonably withheld.
- 17.3 **Costs:**
  - (a) The parties will each bear their own costs and expenses incurred in the negotiation, preparation and implementation of this agreement.
  - (b) A party who has an obligation to do anything under this agreement will perform that obligation at its own cost, unless expressly stated otherwise in this agreement.
- 17.4 **Further assurances:** Each party will, at its own expense, promptly sign and deliver any documents, and do all things, which are reasonably required to give full effect to the provisions of this agreement.
- 17.5 **No agency:** No party will have authority to act for or incur any obligation on behalf of another party, except as expressly provided for in this agreement.
- 17.6 **Privity:** A person who is not a party shall not have any rights under or in connection with this agreement by virtue of subpart 1 of part 2 of the Contract and Commercial Law Act 2017.
- 17.7 **Remedies cumulative:** The rights and remedies provided in this agreement are cumulative and not exclusive of any rights or remedies provided by this agreement or Law.
- 17.8 **Severance:** If any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect, that provision shall be read down to the extent necessary to make it legal, valid and enforceable or, if it cannot be read down, deemed severed from this agreement. Such change will not affect the legality, validity and enforceability of the other provisions of this agreement.
- 17.9 **Survival:** Following termination or expiry of this agreement, clauses 7 (Funding Shares), 9 (Confidentiality), 13 (Dispute resolution under this agreement), 14.3 (Effect of termination ) 14.4 (Ongoing liability of a terminating party) and 17 (General), as well as any provisions that are by their nature intended to survive, will remain in effect.
- 17.10 **Waiver:** No waiver of a right or remedy under this agreement or at Law (a **right**) will be effective unless the waiver is in writing and signed by that party. No delay or omission by a party to exercise

any right will constitute a waiver of that right. Any waiver of a right will not constitute a waiver of any subsequent or continuing right. No single or partial exercise of a right shall restrict the further exercise of that or any other right.

17.11 **Governing Law and jurisdiction:** This agreement is governed by New Zealand Law. Subject to clause 13, the parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts in any proceedings relating to it.

17.12 **Counterparts:** This agreement may be executed in any number of counterparts (including facsimile or scanned PDF counterpart), each of which will be deemed an original, but all of which together will constitute the same instrument. No counterpart will be effective until each party has executed at least one counterpart.

**SIGNED** for  
**WELLINGTON REGIONAL COUNCIL**  
by its authorised signatory

---

in the presence of:

Signature:

Name:

Occupation:

Address:

Date:

**SIGNED** for  
**WELLINGTON CITY COUNCIL**  
by its authorised signatory

---

in the presence of:

Signature:

Name:

Occupation:

Address:

Date:

**SIGNED** for  
**NEW ZEALAND TRANSPORT AGENCY**  
by its authorised signatory

---

in the presence of:

Signature:

Name:

Occupation:

Address:

Date:

## SCHEDULE 1 – DEFINITIONS AND INTERPRETATION

### 1. DEFINITIONS:

In this agreement the following terms shall have the meaning given to them unless the context requires otherwise:

**Activity** means programmes of work, activities and tasks forming part of, or necessary to deliver, the Detailed Investigation and Development Stage.

**Activity Budget** means the overall budget for any Activities undertaken by a Principal (including third party costs, cost of specialist services provided by a party and other Resource allocation by the parties) as agreed by the parties in accordance with the Procurement Strategy or determined in accordance with clause 4.3(b).

**Activity Forecast** has the meaning given to that term in clause 8.2(a).

**Background IP** means any intellectual property rights that arise, or have arisen, independently of the activities of any of the parties, its contractors and personnel in connection with this agreement.

**Budget Management Process** means the process set out in section 1 of Schedule 5.

**Business Day** means a day that is not a Saturday, a Sunday or a public holiday in Wellington, New Zealand.

**City Streets Project** means the programme of works and activities described in section 2.4 of Schedule 4.

**Commencement Date** has the meaning given to that term in clause 2.1.

**Confidential Information** means information disclosed to a party by another party, either under this agreement or under any Project Contract, that is marked as confidential or which might reasonably be expected to be confidential in nature. The terms of this agreement will be the Confidential Information of each party.

**Contact Person** means the person nominated by each party to serve as the first point of contact in relation to this agreement, as specified in Schedule 2.

**Detailed Investigation and Development Stage** means the LGWM projects and/or sub-projects and associated activities and tasks forming part of LGWM and that are itemised or described in an approved Workstream Funding Approval.

**Detailed Investigation and Development Stage Budget** means the overall budget for this stage being the combination of the Workstream Funding Approvals.

**Developed Works** means any Works created by a party, its contractors or personnel in connection with this agreement, including where those Works are an adaptation or derivative of, or a modification or enhancement to, other Works.

**Funding Principles** means the principles in relation to contribution of the parties to the Detailed Investigation and Development Stage Budget set out in section 2 of Schedule 5 (as may be amended or supplemented in relation to a particular Workstream Funding Approval in the Workstream Funding Approval).

**Funding Share**, in respect of a party to this agreement, has the meaning given to that term in clause 7.1.

**Key Personnel** means any specific personnel of a third party that are required to provide certain services or deliverables under a Project Contract due to being identified as "key personnel", "specified personnel" or similar in the relevant Project Contract.

**Law** includes any rules of common law, statute, regulation, bylaw or other secondary legislation in force from time to time.

**LGOIMA** has the meaning given to that term in clause 9.3(a).

**LGWM** means the overarching Let's Get Wellington Moving programme as described in Schedule 4 (of which the Detailed Investigation and Development Stage is a subset of activities, projects and workstreams).

**LGWM Board** has the meaning given to that term in clause 3.2.

**LGWM Board Members** has the meaning given to that term in clause 3.2.

**LGWM Board Terms of Reference** means the terms of reference for membership, operation and decision making of the LGWM Board, as may be amended from time to time in accordance with clause 3.5(a).

**LGWM Governance Reference Group** has the meaning given to that term in clause 3.1.

**LGWM Governance Reference Group Members** has the meaning given to that term in clause 3.1

**LGWM Governance Reference Group Terms of Reference** means the terms of reference for membership, operation and decision making of the LGWM Board, as may be amended from time to time in accordance with clause 3.5(a).

**LGWM Management Plan** means a document that sets out:

- (a) systems, processes, procedures and delegations that are to be used to deliver the Detailed Investigation and Development Phase;
- (b) the roles and responsibilities of the LGWM Programme Director, OIMs and the other members of the Project Office;
- (c) how the LGWM Programme Director, OIMs and other members of the Project Office are required to work and report to the parties, the LGWM Board and the LGWM Governance Reference Group; and
- (d) how the LGWM Board are required to interact and interface with the LGWM Governance Reference Group; and

- (e) the parties' strategies, procedures, communications protocols, timetable and other communication and engagement related information as necessary to keep key stakeholders and concerned parties informed,

as that document may be amended from time to time in accordance with clause 3.5(a).

**LGWM Objectives** means the objectives set out in section 3 of Schedule 3.

**LGWM Principles** means the principles set out sections 1 and 2 of Schedule 3.

**LGWM Programme Director** means the person identified in Schedule 2 (who may be replaced or substituted by the LGWM Board from time to time in accordance with clause 3.3(a)), who is responsible for performing the functions and responsibilities for that role set out in the LGWM Management Plan.

**LGWM Information Requests** has the meaning given to that term in clause 9.3(a).

**OIA** has the meaning given to that term in clause 9.3(a).

**OIM** has the meaning given to that term in clause 3.4.

**Operational Documents** has the meaning given to that term in clause 3.5.

**Principal** means, in relation to a proposed procurement, project or workstream, or Project Contract, the party that has or proposes to operate that proposed procurement, project or workstream, or has entered or proposes to enter into the Project Contract, on behalf of one or more of the other parties.

**Procurement Strategy** means the overarching plan for the Detailed Investigation and Development Stage prepared in accordance with the Transport Agency's checklist and Procurement Manual setting out how the parties will undertake all aspects associated with any procurement activity, including developing and implementing a Probity Framework, compliance with all relevant procurement procedures and manuals (including compliance with the Transport Agency's Procurement Manual where appropriate), setting Activity Budgets, and providing for Resource allocation, asset ownership or asset transfers, as amended from time to time in accordance with clause 3.5(a).

**Probity Framework** means an overarching framework to manage all probity issues associated with LGWM.

**Project Contract** means any contract entered into by one or more of the parties in relation to a Project, either on its own behalf or on behalf of one or more of the other parties as Principal.

**Project Office** has the meaning given to that term in clause 3.6.

**Resource** means the personnel, systems, hardware, equipment, materials and other resources (including premises) that are to be obtained and/or made available by a party for the purposes of the Detailed Investigation and Development Stage as agreed in the Procurement Strategy.



**Works** means documents, plans, drawings, diagrams, designs, circuit layouts, tools, sound recordings, video recordings, photographs, artistic works, source code, object code, databases, tables, compilations, inventions, discoveries and/or trade secrets.

**Workstream** means either the Indicative Business Case work stream or the Early Delivery business case workstream as context requires.

**Workstream Funding Approvals** means the approvals and accompanying approved funding allocations, set out in Appendix 2 to Schedule 5 and as updated or added to from time to time in accordance with section 1 of Schedule 5.

## 2. INTERPRETATION

In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) "including" and similar words do not imply any limitation;
- (b) references to any form of law is to New Zealand law, including as amended or re-enacted;
- (c) references to a party or a person includes any form of entity and their respective successors, assigns and representatives;
- (d) except as provided in this agreement every right, power and remedy of a party remains unrestricted and may be exercised without prejudice to each other at any time;
- (e) singular includes plural and vice versa;
- (f) New Zealand time and dates apply;
- (g) any word or expression related to or derived from a definition in this agreement has a meaning corresponding or construed to the definition;
- (h) references to sections, clauses, schedules, annexes or other identifiers are to those in this agreement;
- (i) references to a document or agreement (other than a plan or other document created as part of a statutory process) includes it as varied, novated or replaced; and
- (j) each schedule and any other attachment is part of this agreement.

**SCHEDULE 2 – AGREEMENT DETAILS**

**PART 1 – AGREEMENT DETAILS**

**1. LGWM GOVERNANCE REFERENCE GROUP**

**1.1 LGWM Governance Reference Group Members**

<b>NZTA</b>	<b>Name</b>	<<Name>>
	<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

<b>WCC</b>	<b>Name</b>	<<Name>>
	<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

<b>GWRC</b>	<b>Name</b>	<<Name>>
	<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

**2. LGWM BOARD**

**2.1 LGWM Board Members**

<b>NZTA</b>	<b>Name</b>	<<Name>>
	<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

WCC

<b>Name</b>	<<Name>>
<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

GWRC

<b>Name</b>	<<Name>>
<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

2.2 Alternate LGWM Board Members

NZTA

<b>Name</b>	<<Name>>
<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

WCC

<b>Name</b>	<<Name>>
<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

GWRC

<b>Name</b>	<<Name>>
<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

3. LGWM PROGRAMME DIRECTOR

<b>Name</b>	<<Name>>
<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

4. OWNER INTERFACE MANAGERS

NZTA

<b>Name</b>	<<Name>>
<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

WCC

<b>Name</b>	<<Name>>
<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

GWRC

<b>Name</b>	<<Name>>
<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

5. CONTACT PERSON

NZTA

<b>Name</b>	<<Name>>
<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

**WCC**

<b>Name</b>	<<Name>>
<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

**GWRC**

<b>Name</b>	<<Name>>
<b>Contact Details</b>	<<Location>> <<Street Address>> <<Postal Address>> <<CITY>> Ph: <<Phone Number>> Cell: <<Mobile Number>> email: <<Email Address>>

### SCHEDULE 3 – LGWM PRINCIPLES AND LGWM OBJECTIVES

#### 1. GUIDING PRINCIPLES

- 1.1 **Accessible, healthy and safe:** Be socially inclusive and recognise the personal safety, access and health needs of all. Through a transport system that meets the varied access needs of people of all demographics across the region, wherever they need to travel.
- 1.2 **Better public transport:** Significantly enhance public transport and increase its use. Through improvements in the level of service across all public transport, to make it easier to get around the region.
- 1.3 **Clean and green:** Improve environmental outcomes for the city and the region. Through a transport system that respects nature and makes a positive contribution to environmental improvement.
- 1.4 **Compact city:** Reclaim urban space to support a compact and liveable city. Through a transport system that minimises traffic in the CBD and ensures ease of access to facilities, entertainment and jobs.
- 1.5 **Demand and supply:** Recognise that we need to do more than just build infrastructure and consider a range of ways to manage travel demand and supply across the network. Through a transport system that has a range of costs and incentives in place to encourage change in network use.
- 1.6 **Future-proof and resilient:** Provide a transport system that is adaptable and future-proofed for urban growth and resilient to natural hazards and climate change. Planning for the impact that social, economic and technological change may have on travel and lifestyle preferences and recognising the role of transport services in encouraging urban development where we want it.
- 1.7 **Past, present, future:** Respect the importance of character and heritage in New Zealand's capital city. Through a transport system that ensures infrastructure developments are integrated with their built environment.
- 1.8 **Predictable travel times:** Significantly reduce the impact of congestion on journey time predictability for all, at all times. All includes commuters, tourists, movers of freight, tradespeople and anyone travelling to or from the hospital or airport at any time.
- 1.9 **Set in nature:** Ensure that Wellington city remains safe and attractive, set in nature and connected to the harbour.
- 1.10 **Growth:** Encourage continued economic growth and support population growth and intensification of Wellington city as the economic engine of the region. Through a transport system that provides opportunities for residents and businesses to support the desired growth.
- 1.11 **Travel choice:** Provide better transport choices for the region. In alignment with the sustainable transport hierarchy in the Wellington Urban Growth Plan and the Regional Land Transport Plan.
- 1.12 **Wider view:** Recognise that there is a wide range of benefits to be realised from integrating urban form and transport thinking, and that increased value should not be measured by cost alone.

## **2. PROCESS PRINCIPLES**

- 2.1 Listen and learn, and be informed and guided by evidence, including smart data approaches.
- 2.2 Be bold, aspirational and innovative.
- 2.3 Be open, transparent and communicate in plain English.
- 2.4 Respect the range of views in the community.
- 2.5 Adopt best practice urban design and transport standards.
- 2.6 Seek win wins where possible.
- 2.7 Be transparent about how trade-offs are made.

## **3. LGWM OBJECTIVES**

The objectives for LGWM are to develop a transport system for Wellington that:

- 3.1 enhances the liveability of the central city;
- 3.2 provides more efficient and reliable access for all users;
- 3.3 reduces reliance on private vehicle travel;
- 3.4 improves safety for all users; and
- 3.5 is adaptable to disruptions and future uncertainty.

## SCHEDULE 4 - LGWM SCOPE

### 1. Overview

LGWM's vision is to build a great harbour city which is resilient, accessible to all, with inviting places, shared streets, and efficient local and regional journeys. To realise this vision, LGWM is focused on moving more people with fewer vehicles.

LGWM will include better walking facilities, connected and safe cycleways, and high-quality mass rapid transit, along with more reliable public transport, improvements at the Basin Reserve and an extra Mt Victoria Tunnel and widening of Ruahine Street and Wellington Road, and travel demand management – all closely aligned with urban development and planning changes. Given its scope and complexity, the programme will take 10-20 years to deliver to completion.

The LGWM Project Office established under this agreement will investigate, plan, design and deliver LGWM through managing a core team, cross-cutting workstreams and the following investigation packages:

- Early Delivery
- Mass Rapid Transit
- State Highway improvements
- City Streets
- Travel Demand Management.

(each a **LGWM Project**, collectively the **LGWM Projects** and in combination with the programme described in the second paragraph of this Schedule being **LGWM**).

As each LGWM Project is progressed through the Detailed Investigation and Development Stage it will be coordinated with the other of the LGWM Projects to ensure the transport system is transformed in a way that reflects the LGWM Principles and works to deliver the LGWM Objectives, and so that it achieves good value for money. This will involve carefully integrating both the detailed design of the LGWM Projects as well as sequencing them optimally.

Cross-cutting workstreams will support the LGWM Projects to avoid duplication of specialist expertise and to ensure a consistent and coordinated approach across the LGWM Programme.

The LGWM Project Office will work closely with the LGWM Board and Governance Reference Group to ensure that the parties to this agreement carefully consider stakeholder and community views before decisions are taken and implementation begins.

### 2. Component projects

The LGWM Programme has five component Projects which are summarised below.

#### 2.1 Early Delivery

This project (the **Early Delivery Project**) will make improvements to the Wellington transport system that can be implemented quickly without the need to wait for the conclusion of the detailed



investigation of the other LGWM Projects. The Early Delivery Project includes the following sub-projects (the **Early Delivery Sub-Projects**):

**Central City walking improvements** – changes to key pedestrian routes and intersections to make it faster, easier, and safer to walk in the central city. The preferred option will be identified no later than early 2020.

**Central City Safer Speeds** – lowering the speed limit on most central city streets. The preferred option will be identified by mid 2020.

**Golden Mile improvements** – permanent changes and trials that will start making the Golden Mile a more attractive and safer place for people walking and on bikes, while also improving the reliability of bus journeys. The preferred option will be identified by late 2020.

**Thorndon Quay/Hutt Road improvements** – giving buses priority and making it safer for people to cycle between the city and the planned Ngauranga to Petone walking and cycling link. The preferred option will be identified by late 2020.

**Cobham Drive crossing** – helping people who walk or cycle to safely cross and connect with the new cycleway around Evans Bay and community facilities in Kilbirnie and Lyall Bay. The preferred option will be identified by late 2020.

**State Highway safer speeds** – reducing speeds on State Highway 1, east of Mount Victoria. The preferred option will be identified by late 2020.

## 2.2 Mass Rapid Transit

This project (**Mass Rapid Transit Project**) will create a new mass rapid transit service connecting the railway station with Newtown and the eastern suburbs and the airport using a separate route through the CBD from the route used by the existing bus services.

The Mass Rapid Transit Project will improve travel choice through the Wellington city centre and help shape a more compact and sustainable city and region. It will be integrated with the wider public transport network, and offer:

- High frequency public transport services (every 10 minutes or less)
- Modern, high capacity electric vehicles with superior ride quality
- Fast loading and unloading of passengers
- Dedicated public transport lanes with signal priority.

The Indicative Business Case for Mass Rapid Transit Project will be completed by early 2021. This will determine the most appropriate mode and route for mass rapid transit, and how best to integrate it with the wider transport system, particularly the bus and rail networks, urban development changes, and with other LGWM Projects.

## 2.3 State Highway improvements

The State highway corridor is a key component of the existing transport system in Wellington city. It has a critical role in facilitating multimodal improvements.

The State Highway improvement project (the **State Highway Project**) includes two elements (the **State Highway Sub-Projects**) that will need to be carefully coordinated with each other as well as integrated with the wider transport system, in particular mass rapid transit.

### 2.3.1 Unblocking Basin Reserve

This project (the **Basin Reserve Sub-Project**) will identify how best to ease congestion and improve journeys for all users of Basin Reserve.

The Basin Reserve Project will involve extensive engagement with the community to develop a design that is sympathetic to the local geography, enhances the use of the Basin, and improves amenity around the reserve. In addition, it will include a detailed investigation into solutions for separating north-south transport movements, east-west transport movements and any mass transit corridors.

It is expected that the initial business case for the Basin Reserve Project will be completed by early 2021.

### 2.3.2 Extra Mount Victoria Tunnel

This project (the **Tunnel Sub-Project**) will investigate options for the design of an extra Mount Victoria tunnel and widening of Ruahine Street and Wellington Road. A key issue will be how the wider transport system will operate in conjunction with these improvements.

The aim of the Tunnel Sub-Project Project is to improve access, reliability and travel choice from the east for all travel types, and to shift through traffic onto the State Highway away from the Evans Bay and Newtown routes.

The initial business case for the Tunnel-Sub-Project is planned to be completed by early 2021

## 2.4 City Streets Project

This project (the **City Streets Project**) will make further changes to Wellington roads to move more people with fewer vehicles by optimising the use of current road space to better balance access for all modes – walking, cycling, public transport and private vehicles.

Under the City Streets Project, the Wellington central city cycleway network will be integrated with the wider cycleway network. Improvements will be made to the main walking routes, such as provision of wider footpaths, improved crossings and priority, and better shelters, signage and lighting. Bus priority improvements will be made for services to and from the central Wellington city on core routes. The City Streets Project will include the reallocation of some road space to non-vehicle modes and place-based activities to help meet the LGWM Objectives.

The timing of these changes will be integrated with other of the LGWM Projects as their details are developed.

## 2.5 Travel Demand Management

This project (**Travel Demand Management Project**) will investigate a package of travel demand management measures to help make the best use of existing transport systems and smooth the transition to the new system as the other LGWM Projects are progressively implemented. The Travel Demand Management Project is still in the early stages of scoping and its timing is still to be determined.

### 3. Programme development approach

The LGWM Projects will be developed through a 'business case' development process. A business case establishes the 'case' for investing in a particular Project and it includes:

- Considering different options to deliver the project's goals
- Listening to the community to understand people's needs and aspirations
- Initial design of the project and the design of different options
- Analysis of project benefits and likely costs, as well as risks and opportunities.

A two-stage business case process will be followed except for the Early Delivery Project:

The **Indicative Business Case (IBC)** will revisit and confirm the strategic context and strategic assessment and evaluates options to deliver the activity under a Project. If it is decided to proceed with the Project, the relevant funding applications to proceed to the Detailed Business Case will be made.

The **Detailed Business Case (DBC)** will carry out a more detailed analysis of the costs, risks and benefits of the preferred option and the do-minimum option identified in the indicative business case. The DBC will build a complete understanding of the acceptable risks, uncertainties and benefits associated with the project, so that a final decision can be made on whether to implement it.

A **Single-Stage Business Case (SSBC)** process will be followed for some Projects. This will effectively combine the IBC and DBC into a single business case.

## **SCHEDULE 5 - DETAILED INVESTIGATION AND DEVELOPMENT STAGE AND FUNDING PRINCIPLES**

### **1. BUDGET MANAGEMENT PROCESS**

1.1 **Initial Workstream Funding Approvals:** The Workstream Funding Approvals as agreed by the Parties at the date of execution of this agreement are set out at Appendix 2.

1.2 **Budget Management:** If any party (or the LGWM Programme Director) considers that:

- (a) a new Workstream Funding Approval is required to achieve the LGWM Principles or perform tasks or activities relating to LGWM that are within the parties' current overarching funding approvals; or
- (b) any change is required to an existing Workstream Funding Approval (including any change to the Funding Shares of the parties under that Workstream Funding Approval)

(for each **Budget Change**) then it will notify the other parties and provide the other parties with a draft workstream funding approval based on the template set out in Appendix 1 to this Schedule setting out the proposed requirements for Budget Change.

1.3 **Consideration of proposed Budget Changes:** The relevant operational representatives of each of the parties will, consider proposed Budget Changes and seek to refine any draft workstream funding approval reflecting the Budget Change (if necessary). The operational representatives will submit any draft workstream funding approval agreed by the representatives to the LGWM Board accompanied by such other information as reasonably necessary to allow the LGWM Board to consider the proposed Budget Change and draft workstream funding approval.

1.4 **Ratification and approval of Workstream Funding Approval:** The LGWM Board will consider any proposed Budget Change and draft workstream funding approval submitted to it under section 1.3 of this Schedule and, if the LGWM Board agree to endorse a Budget Change as necessary and agree on the proposed draft for the relevant workstream funding approval, then each party will follow its internal decision making and approval process to seek internal approval for the draft workstream funding approval (depending on the scope of the change and the relevant delegated authorities necessary to sign the workstream funding approval).

1.5 **Agreement required:** A draft workstream funding approval prepared in accordance with this section 1 will not be binding on the parties, and will not be considered to be a Workstream Funding Approval for the purposes of this agreement, unless and until it is agreed and signed by the appropriately authorised representative of each party.

### **2. FUNDING PRINCIPLES**

Unless otherwise expressly stated in the relevant Workstream Funding Approval, the following Funding Principles will apply to determine the Funding Share of each party in relation to payment or each Workstream Funding Approval.

## 2.1 Intended overall funding share

The LGWM indicative package has been announced on the basis of an approximate funding split of 60% Central Government and 40% Local Government. The analysis required to formalise this in detail will be completed through the Detailed Investigation and Development Stage.

## 2.2 “Wash up” payment

To provide the funding to complete this phase an interim funding share has been agreed under the understanding that once the final funding shares are agreed there will be a wash up payment made between the parties to align the funding contributions to the final funding split.

## 2.3 Interim funding share

### (a) *Split between Central and Local share*

The interim funding split between central and local government was agreed as follows:

- (i) Business case development and LGWM management costs – 60:40;
- (ii) Early delivery programme – asset owner (for central government-owned assets);
- (iii) Lost revenue from on street parking – asset owner (Wellington City Council); and,
- (iv) Advance property purchase costs – case by case basis with the expectation that costs would fall in the interim to the asset owner.

### (b) *Split of the Local share*

During the 2019/20 and 2020/21 period the interim funding split (of the above 40%) between the two local government partners was agreed as follows:

- (i) Investigations, business cases and LGWM management costs – 50:50;
- (ii) Early delivery programme – asset owner (for local government-owned assets) with FAR rates applying; and
- (iii) Advance property purchase costs – case by case basis with the expectation that costs would fall in the interim to the asset owner.

**APPENDIX 1 – TEMPLATE WORKSTREAM FUNDING APPROVAL**

**LGWM Relationship and Funding Agreement**  
**Workstream Funding Approval for [insert short description]**

1	<b>Date</b>	[date]
2	<b>Scope</b>	[Insert description of scope of Workstream Funding Approval and activities for which the funding can be used.]
3	<b>Related Work Funding Approvals</b>	<p>[If other Workstream Funding Approvals are related/should be reported on together used the first option.]</p> <p><b>Option</b> [The following Workstream Funding Approvals are related to this Workstream Funding Approvals:</p> <ul style="list-style-type: none"> <li>• [list any other Workstream Funding Approvals making up a single “package” along with this WFA – this could list likely future WFAs]</li> </ul> <p><b>Option</b> [Not applicable]</p>
4	<b>Funding Principles and Funding Shares</b>	<p>[Use Option 2 only if alternate funding shares/principles are being used.]</p> <p><b>Option 1</b> [In accordance with section 2 of Schedule 5]</p> <p><b>Option 2</b> [Insert any alternate or additional Funding Principles applicable to this WFA (compared to default principles in section 2 of Schedule 5)]</p>
5	<b>Funding Approval Total</b>	<p>[insert funding approved under WFA, including any detail on different funding streams/activities]</p> <p>[As part of the Transport Agency’s approval process an activity class will need to be assigned and the activity class owner will need to confirm funding is available.]</p> <p>[Consider breaking funding approval down into key projects / sub-projects to provide a clearer line through to the operational delivery.]</p>
6	<b>Indicative cashflow</b>	<p>The following cashflow is indicative only and may be subject to change based on the needs of the workstream – any changes to the cashflow will be discussed and (if necessary) agreed in accordance with the Let’s Get Wellington Moving – Relationship and Funding Agreement:</p> <p>[insert indicative cash flow]</p>

**SIGNATURES**

**Signed** for and on behalf of  
**New Zealand Transport Agency:**

**Signed** for and on behalf of  
**Wellington City Council:**

\_\_\_\_\_  
 Name:  
 Title:  
 Date:

\_\_\_\_\_  
 Name:  
 Title:  
 Date:

---

**Signed** for and on behalf of  
**Wellington Regional Council:**

---

Name:

Title:

Date:

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**APPENDIX 2 – WORKSTREAM FUNDING APPROVALS**

**LGWM Relationship and Funding Agreement  
Workstream Funding Approval for Indicative Business Cases**

7	<b>Date</b>	11/12/2019
8	<b>Scope</b>	<p>This is the agreed funding for the Indicative Business Case phase of the following Projects:</p> <ul style="list-style-type: none"> <li>• Mass Rapid Transit</li> <li>• State Highway Improvements</li> <li>• City Streets</li> <li>• Travel Demand Management</li> </ul> <p>It includes allocations for the support of the Project Office.</p>
9	<b>Related Work Funding Approvals</b>	In the future there will be approvals sort for the completion of the Business Cases and subsequent implementation.
10	<b>Funding Principles and Funding Shares</b>	In accordance with section 2 of Schedule 5 of the "Let's Get Wellington Moving" (LGWM) Relationship and Funding Agreement.
11	<b>Funding Approval Total</b>	\$45,857,000

12	<b>Indicative cashflow</b>	<p>The following cashflow is indicative only and may be subject to change based on the needs of the Workstream – any changes to the cashflow will be discussed and (if necessary) agreed in accordance with the Let's Get Wellington Moving – Relationship and Funding Agreement:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Cost Estimate</th> <th>NZTA</th> <th>GWRC</th> <th>WCC</th> </tr> </thead> <tbody> <tr> <td>2019/20</td> <td>16,092,000</td> <td>9,655,200</td> <td>3,218,400</td> <td>3,218,400</td> </tr> <tr> <td>2020/21</td> <td>29,765,000</td> <td>17,859,000</td> <td>5,953,000</td> <td>5,953,000</td> </tr> <tr> <td>Total</td> <td>45,857,000</td> <td>27,514,200</td> <td>9,171,400</td> <td>9,171,400</td> </tr> </tbody> </table>		Cost Estimate	NZTA	GWRC	WCC	2019/20	16,092,000	9,655,200	3,218,400	3,218,400	2020/21	29,765,000	17,859,000	5,953,000	5,953,000	Total	45,857,000	27,514,200	9,171,400	9,171,400
	Cost Estimate	NZTA	GWRC	WCC																		
2019/20	16,092,000	9,655,200	3,218,400	3,218,400																		
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Total	45,857,000	27,514,200	9,171,400	9,171,400																		

**SIGNATURES**

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New Zealand Transport Agency:**

**Signed for and on behalf of  
Wellington City Council:**

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Name:  
Title:  
Date:

**Signed for and on behalf of  
Wellington Regional Council:**

\_\_\_\_\_  
Name:  
Title:  
Date:



**LGWM Relationship and Funding Agreement**  
**Workstream Funding Approval for Early Delivery Business Case**

- 13 **Date** 11/12/2019
- 
- 14 **Scope** This is the funding allocated for the Early Delivery Business Case phase for the following Sub-Projects:
- Golden Mile
  - Thorndon Quay and Hutt Road
  - Central City and SH1 Walking Cycling and Safe Speeds
- 
- 15 **Related Work Funding Approvals** In the future there will be approvals sort for the implementation of quick wins and projects identified.
- 
- 16 **Funding Principles and Funding Shares** In accordance with section 2 of Schedule 5 of the "Let's Get Wellington Moving" (LGWM) Relationship and Funding Agreement.
- 
- 17 **Funding Approval Total** \$6,500,000
- 

18 **Indicative cashflow** The following cashflow is indicative only and may be subject to change based on the needs of the Workstream – any changes to the cashflow will be discussed and (if necessary) agreed in accordance with the Let's Get Wellington Moving – Relationship and Funding Agreement:

	Cost Estimate	NZTA	GWRC	WCC
2019/20	4,663,000	2,797,800	932,600	932,600
2020/21	1,837,000	1,102,200	367,400	367,400
Total	6,500,000	3,900,000	1,300,000	1,300,000

**SIGNATURES**

**Signed for and on behalf of  
New Zealand Transport Agency:**

**Signed for and on behalf of  
Wellington City Council:**

\_\_\_\_\_  
 Name:  
 Title:  
 Date:

\_\_\_\_\_  
 Name:  
 Title:  
 Date:

**Signed for and on behalf of  
Wellington Regional Council:**

\_\_\_\_\_  
 Name:  
 Title:  
 Date:

**Council**  
**12 December 2019**  
**Report 19.486**



**For Decision**

## **JOINT PROGRAMME TO IMPROVE THE RELIABILITY OF TRAVEL TIMES FOR BUSES**

**Te take mō te pūrongo**

### **Purpose**

1. For Council to endorse a draft programme of bus priority measures to improve reliability and travel times for bus users.

**He tūtohu**

### **Recommendations**

That the Council:

- 1 **Notes** the collaborative approach and process between the Wellington City Council, Greater Wellington Regional Council and the NZ Transport Agency to develop the draft Bus Priority Action Plan.
- 2 **Endorses** the direction of the draft Bus Priority Action Plan, as set out in Attachment 1.
- 3 **Notes** that in order to access government funding, the Let's Get Wellington Moving City Streets package will deliver the bus priority works.
- 4 **Notes** that the Council will receive an update and consider the full Let's Get Wellington Moving City Streets package, including bus prioritisation, following the engagement planned for early 2020 and that this will form the basis of future reporting.
- 5 **Notes** that the findings and recommendations from the Bus Network Review (Wellington city) will be considered as part of the detailed investigation, engagement and development of the Let's Get Wellington Moving City Streets package.
- 6 **Notes** that approval for the infrastructure changes proposed as a result of detailed investigation and engagement will be considered by the Wellington City Council through the standard traffic resolution process.

**Te tāhū kōrero**

### **Background**

2. Officers have been working collaboratively with Wellington City Council (WCC) and the NZ Transport Agency (NZTA) to identify priority corridors for improvements and the interventions necessary to improve reliability and travel times for bus users.
3. At its meeting on 13 June 2019, Council endorsed the work being jointly undertaken with WCC to collaboratively deliver a package of bus priority measures to improve reliability and travel times for bus users.

4. This report sets out a recommended pathway to deliver bus priority measures. The programme is known as the draft Bus Priority Action Plan (the draft Action Plan).
5. In order to access government funding, the bus priority work will be delivered as part of the LGWM City Streets programme, which is also responsible for delivering improvements for walking and cycling in the central city.
6. The draft Action Plan ([Attachment 1](#)) has been developed jointly by a team from the WCC, Greater Wellington Regional Council (Greater Wellington) and the NZTA. It is aligned with Let's Get Wellington Moving (LGWM) and the Bus Network Review for Wellington City.
7. A similar report seeking endorsement of the draft Action Plan will be presented to WCC's Strategy and Policy Committee on 11 December 2019.

## **Te tātaritanga Analysis**

### ***Draft Bus Priority Action Plan***

8. The draft Action Plan includes the following:
  - a Eight priority corridors have been identified which all carry high volumes of passengers, suffer varying degrees of slow travel speeds and unreliable journey times for buses, and additionally have poor levels of service for people riding bikes. Opportunities on all corridors exist to improve safety and provisions for pedestrians, such as pedestrian crossings and other improvements.
  - b The draft Action Plan includes proposed early works on the priority corridors to deliver meaningful change and improvements as soon as possible. The early works will start in 2020, are expected to be completed in 2 – 3 years, and will benefit all users and communities that are serviced by the eight priority corridors. Examples of early works include:
    - Timing changes at traffic lights
    - Bus phase / queue jumps at traffic lights
    - Bus stop optimisation (spacing and number of bus stops)
    - Bus stop layout improvements, e.g. lengthening bus boxes, adding entry and exit tapers (improving the safety and movement in and out of bus stops)
    - Implementing in-line bus stops (where buses stop in the traffic lane rather than pulling off to the side which means the buses can continue unimpeded after picking-up/dropping-off passengers)
    - Changing hours of operation of existing clearways and bus lanes.

The eight corridors have been broken into 15 logical segments. These have been prioritised for improvements based on passenger volumes, the size of the problems, and the value of the expected benefits if all identified improvements are implemented. A copy of the full analysis, criteria and assessment will shortly be provided on Greater Wellington's website.

- c The bus priority segments that will form the focus of the early works (proposed to be delivered within 2-3 years) are shown in the following table:

Johnsonville Triangle	Kilbirnie to Newtown	Seatoun to Miramar
Newtown to City	Glenmore & Bowen St	Kilbirnie to Hataitai
Karori Road	Miramar to Kilbirnie	Kelburn to City
Brooklyn to City	Centennial Highway	Mt Victoria
Mt Cook to City	Chaytor Street	Ngauranga Gorge

d The bus priority segments identified for longer term upgrades are shown in the following table:

Planning priority	Longer term upgrades
<b>A</b>	Johnsonville triangle
	Karori Road
	Glenmore & Bowen Streets
	Centennial Highway
	Newtown to city
<b>B</b>	Brooklyn to city
	Kilbirnie to Newtown
	Mt Cook to city
	Chaytor Street
	Kilbirnie to Hataitai
<b>C</b>	Kelburn to city
	Miramar to Kilbirnie
	Mt Victoria
	Seatoun to Miramar
	Ngauranga Gorge

e It is important to note that these segments do not exist in isolation; they are part of a wider network. Through the LGWM Early Delivery Programme, significant

improvements will also be made to Hutt Road / Thorndon Quay and the Golden Mile (not formally included in the draft Action Plan). Bus services from throughout the city and wider region run through these segments as part of a longer journey and the bus priority improvements will bring significant benefits to all bus routes that use these corridors.

- f The draft Action Plan sets out a pathway for delivering improvements to the 15 segments. Subject to feedback received on the draft Action Plan, more detailed investigation and public consultation will follow when detailed designs and costs are developed for each segment. This will cover the key routes and, where required, specific changes such as to bus stops or parking. Improvements on the bus priority corridors will also be informed by further analysis of and feedback on cycling, walking, safety and place-making opportunities and other issues.
  - g A number of options for the scale of intervention on each segment were evaluated. These options have an estimated cost range of \$24 to \$290 million, with associated range of indicative benefit cost ratios in the range from 0.2 to 3.1. Due to the ambitious size of the longer-term upgrades, the full extent of bus priority improvements is likely to take 7-10 years (noting the earlier and smaller scale improvements across all priority corridors will occur over the next three years).
9. The draft Action Plan has considered three scenarios for possible levels of intervention:
- a **Minimal intervention** would extend operating hours of existing bus lanes and clearways to match current problem times, add some bus priority to the worst performing intersections, and sort out the worst bus stops. This scenario is estimated to make morning peak journeys more reliable and 1 to 2 minutes faster, cost \$24 to \$43 million to implement, and result in a benefit cost ratio in the range of 0.2 to 0.9. This means at an overall programme level there are insufficient benefits to justify the costs and, perhaps more importantly, doing a little bit is not enough to really tackle the problems.
  - b **Fix the worst problems** would provide more bus lanes in areas of significant congestion, add more bus priority to the worst performing intersections, and optimise more bus stops. This scenario is estimated to make morning peak journeys more reliable and 3 to 9 minutes faster, cost \$90 to \$143 million to implement, and result in a benefit cost ratio in the range of 0.7 to 3.1
  - c **Fix everything** would provide bus lanes along the majority of all corridors, add bus priority to many intersections, and optimise many bus stops. This scenario is estimated to make morning peak journeys more reliable and 4 to 10 minutes faster, cost \$182 to \$290 million to implement, and result in a benefit cost ratio in the range of 0.4 to 2.1.
10. The optimal level of investment is likely to be a refinement of the fix the worst problems scenario. The level of intervention that is desirable and achievable on any corridor will be subject to engagement with communities and detailed technical design. Corridor options will be developed with communities. Approval of changes will be subject to the LGWM partners' decision-making processes, including regular workshops and briefings with councillors and the traffic resolution process.

11. LGWM's City Streets programme will deliver the bus priority improvements and ensure coordinated delivery with WCC's cycleways programme and Greater Wellington's ongoing bus network improvements. This approach will be funded as part of the interim partnership agreement (also considered on this Council agenda – Funding and partnering for the next phase of Let's Get Wellington Moving (Report 19.485)) with appropriate contributions from the partner organisations. This approach is necessary as funding for bus priority in Wellington is not in the current National Land Transport Programme and indications are that there will be little funding available outside LGWM.
12. The LGWM City Streets package will build upon the WCC's Cycleways Master Plan (2015), the draft Bus Priority Action Plan, and develop improvements for walking and cycling in the central city. The package will also look for opportunities to deliver safety and place-making improvements.

### **Ngā hua ahumoni**

#### **Financial implications**

13. A budget of \$200 to \$250 million is currently allocated within the LGWM City Streets package to undertake these improvements. In addition to the City Streets bus priority investments, early delivery programme elements of the Golden Mile, Thorndon Quay and Hutt Road are funded within the broader LGWM programme.
14. The financial implications of funding the LGWM programme are set out in a separate report (Funding and partnering for the next phase of Let's Get Wellington Moving (Report 19.485)) on this meeting agenda.

### **Te huritao ki te huringa o te āhuarangi**

#### **Consideration of climate change**

15. The matter requiring decision in this report was considered by officers in accordance with the process set out in Greater Wellington's *Climate Change Consideration Guide*.

#### ***Mitigation and adaptation assessments***

16. Depending on the scale of intervention achieved, the draft Action Plan is estimated to reduce carbon dioxide emissions by 4,000 to 12,000 tonnes over a decade under the 'fix the worst problems scenario'.

### **Ngā tikanga whakatau**

#### **Decision-making process**

17. The matter requiring decision in this report was considered by officers against the decision-making requirements of Part 6 of the Local Government Act 2002.

### **Te hiranga**

#### **Significance**

18. Officers considered the significance (as defined by Part 6 of the Local Government Act 2002) of this matter, taking into account Council's *Significance and Engagement Policy*

and *Decision-making Guidelines*. Officers recommend that the matter for decision is of low significance.

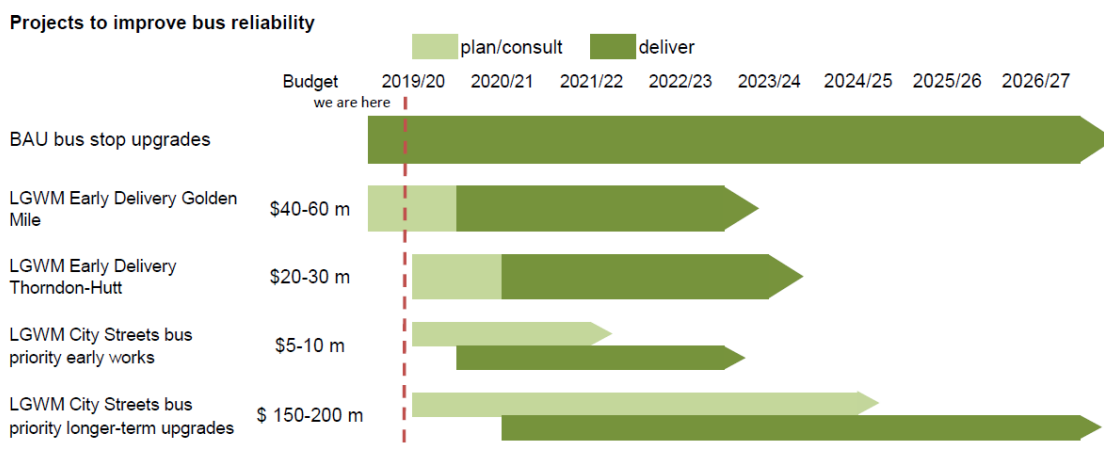
19. Endorsing the draft Action Plan is an interim step as part of a longer process to investigate, fund and deliver a package of bus priority improvements over a number of years. The significance of any subsequent decisions, as the draft Action Plan is progressed, will be assessed at that time.

**Te whakatūtakitaki  
Engagement**

20. Community engagement on the draft Action Plan will be undertaken as part of a broader LGWM’s City Streets programme engagement, so that people are informed about the issues and opportunities, and have the chance to provide feedback. Public engagement is currently planned for early 2020. Feedback will be used to finalise the options, develop an implementation plan and inform decisions on the longer-term upgrades of the fifteen segments on the eight corridors. This will be presented to Council as soon as possible after the engagement process for consideration and will subsequently form the basis of regular reporting.

**Ngā tūāoma e whai ake nei  
Next steps**

21. A programme of early works will commence in early 2020.
22. The following diagram shows how various projects will be delivered in parallel to improve the reliability of buses throughout the city.



23. Community engagement on the draft Action Plan will be undertaken as part of a broader City Streets engagement so that people are informed about the issues and opportunities, and have the chance to provide feedback. Public engagement is currently planned for early 2020. Feedback will be used to finalise the options available for improvements, and to develop an implementation plan as part of the LGWM City

Streets package. Partner agreement will be then be sought on the longer-term upgrades of the eight corridors and will subsequently form the basis of regular reporting.

**Ngā āpitihanga**

**Attachment**

Number	Title
1	Draft Bus Priority Action Plan

**Ngā kaiwaitohu**

**Signatories**

Writer	Harriet Shelton – Manager, Regional Transport Planning
Approvers	Greg Pollock – General Manager, Public Transport Luke Troy – General Manager, Strategy



<p style="text-align: center;"><b>He whakarāpopoto i ngā huritaonga Summary of Considerations</b></p>
<p><b><i>Fit with Council or Committee's Terms of Reference</i></b></p> <p>The Council is the current decision-maker on Let's Get Wellington Moving matters.</p>
<p><b><i>Implications for Māori</i></b></p> <p>There are no known impacts for mana whenua.</p>
<p><b><i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i></b></p> <p>The Bus Priority Action Plan will form part of the Let's Get Wellington Moving programme which is identified in Council's Long Term Plan.</p>
<p><b><i>Internal consultation</i></b></p> <p>Officers within the Public Transport and Strategy groups have been working collaboratively with WCC officers.</p>
<p><b><i>Risks and impacts: legal / health and safety etc.</i></b></p> <p>There are no risk/legal matters, and no health and safety considerations, at this time.</p>

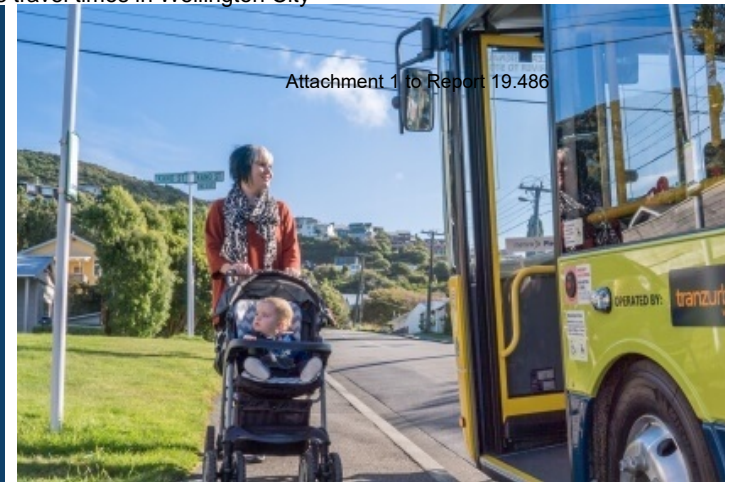
# Bus Priority Action Plan

December 2019

# DRAFT

  
greater WELLINGTON  
REGIONAL COUNCIL  
Te Pane Matua Taiao

Absolutely Positively  
**Wellington City Council**  
Me Heke Ki Pōneke



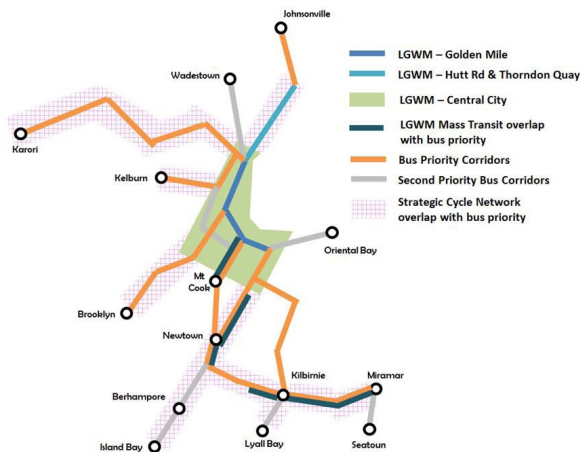
# Bus Priority Action Plan

The Bus Priority Action Plan is a collaborative investigation by Wellington City Council and Greater Wellington Regional Council working with Waka Kotahi NZ Transport Agency. It identifies the key routes, issues and opportunities to improve the reliability of buses on Wellington’s busiest routes. Engagement on the action plan and delivery will occur as part of Let’s Get Wellington Moving.

## How did we select the corridors?

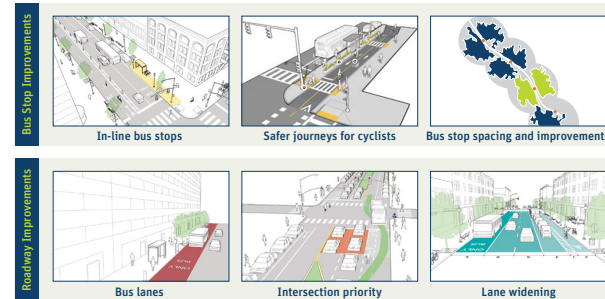
We prioritised corridors by considering those that have:

- high daily passenger volumes
- slow bus travel speeds
- highly variable bus travel times.



## What does bus priority look like?

Depending on the issues, there are a range of options to give buses more priority.



## What’s the timing?

- Engagement on City Streets – early 2020
- Confirm programme – mid-2020
- Early works delivery – from early 2020
- 7–10 years to deliver

## What are the costs and benefits?

### Benefits on offer



Improvements to journey times and reliability



Reduced operating costs



Health benefits



Opportunities to accommodate cycling infrastructure and streetscape improvements

Costs would have a range of \$24–290 million depending on the scale of interventions





Attachment 1 to Report 19-498

## More bus priority means more reliable and quicker bus trips

The Bus Priority Action Plan is a collaborative investigation by Wellington City Council and Greater Wellington Regional Council working with Waka Kotahi NZ Transport Agency. It identifies the key routes, issues and opportunities to improve the reliability of buses on Wellington’s busiest corridors. Engagement on the action plan and delivery will occur as part of Let’s Get Wellington Moving’s City Streets programme.

Wellington is growing. In the next 30 years, 50,000 to 80,000 more people will call the city their home. To maintain an attractive, accessible and sustainable harbour city we need a reliable public transport system that moves more people with fewer vehicles. To help achieve that, we need to make it more attractive to travel by bus than by car.

Improved bus priority on the key routes to and through the city has been identified by several business cases and as a key part of Let’s Get Wellington Moving (LGWM). This is because Wellington’s buses are – and will continue to be – a vital part of the public transport system. Bus passenger numbers are increasing, and people want to trust that their buses will get them to their destination on time, consistently.

More reliable bus journeys will contribute to reducing emissions and encouraging people to use public transport as well as walking and cycling. The reliability of our buses depends on a range of factors, including suitable timetabling, having enough buses and drivers, and giving buses priority on the roads so they can travel without delays. The councils are working together to tackle all of these aspects. This includes a review of the bus network (bus routes and timetables) following city-wide community engagement in mid-2019.

This action plan outlines what we can do to give buses more priority on key routes into and through the city that carry the most passengers and are the slowest and least reliable – especially at peak travel times. We have looked at the issues on our roads that are contributing to bus delays, and the opportunities to make buses more reliable by improving our roads – for example, by introducing more bus lanes and letting buses go first at traffic lights – and by improving bus stops. In undertaking this investigation, we have also identified key issues on these routes for other modes of transport, including cycling and walking.

The analysis in this action plan will support engagement with the community as part of the LGWM City Streets programme to seek feedback on:

- the priority network for buses and for cycling
- the key issues and opportunities on each corridor
- the wider opportunities for cycling, walking, safety and making more attractive places in central Wellington.

Subject to feedback received, more detailed investigation and public consultation will follow when detailed designs and costs are developed. This will build on the analysis that has informed the development of this action plan.

While this planning work continues, we are already making changes so buses can travel more smoothly. These include improving the layout of bus stops and trimming trees, so buses can pull in and out more easily and it’s safer for passengers to get on and off. This action plan also identifies other early improvements that can be made.

# Let's Get Wellington Moving


The Bus Priority Action Plan will be delivered as part of LGWM. This shared programme will create a safer, more people-focused central city, a mass rapid transit route from the central city to the southern and eastern suburbs, and improvements to the state highway corridor.

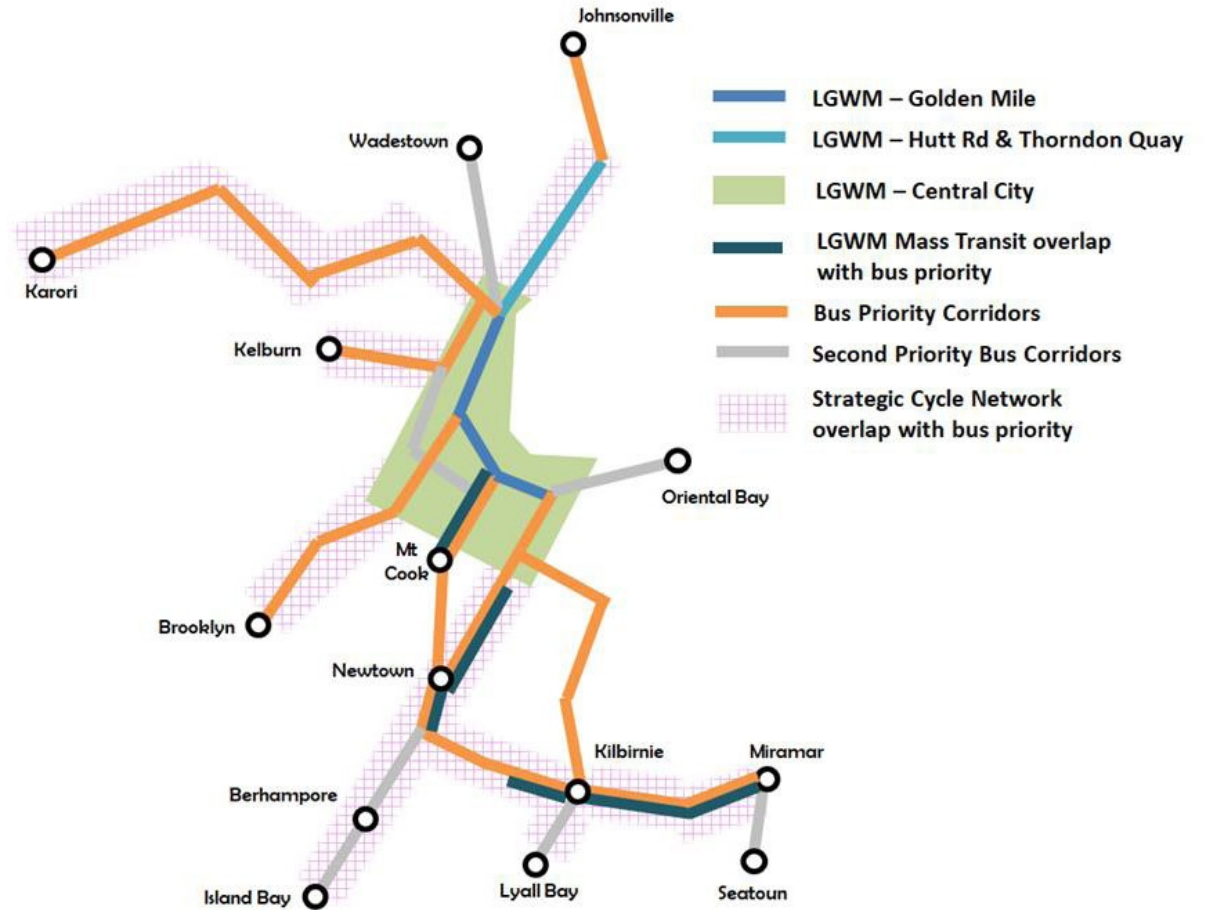
The action plan focuses mainly on bus priority because of the need to support improvements to the bus system. As the map shows, there is a significant overlap between the bus priority corridors, the strategic cycling network and the mass rapid transit route. More work is needed to integrate cycling, walking, safety and attractive shared streets into these corridors where possible.

Where bus priority corridors overlap with LGWM's longer-term planning, bus priority improvements will either be integrated into those plans or delivered as shorter-term improvements in the meantime.

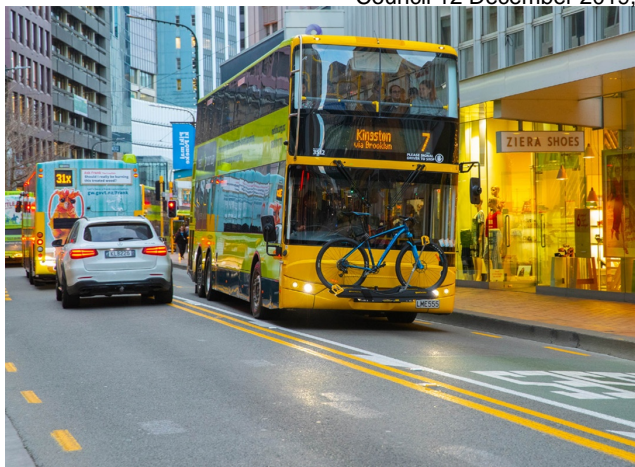


## Objectives and outcomes

Liveability	Economic growth and productivity	Safety	Resilience	
<p><b>What are our objectives?</b></p> <p><b>More bus priority means more reliable and quicker bus trips</b></p> <p><b>Supporting a transport system that...</b></p> 				
Enhances the liveability of the central city	Provides more efficient and reliable access for all users	Reduces reliance on private vehicle travel	Improves safety for all users	Is adaptable to disruptions and future uncertainty







## LGWM early delivery: Golden Mile, Thorndon Quay and Hutt Road projects

Two of the LGWM early delivery projects will complement the Bus Priority Action Plan - the Golden Mile and the Thorndon Quay and Hutt Road corridor.

The Golden Mile – which includes Lambton Quay, part of Willis Street, Manners Street and Courtenay Place – has the highest concentration of jobs in the country, is the busiest part of the bus network and has the highest pedestrian volumes in the city. It is also our prime shopping and entertainment destination.

Under LGWM, the Golden Mile is planned to become part of a dual public transport spine – the other route running along the waterfront and accommodating mass rapid transit.

Given the complexity of the Golden Mile, the multiple modes of movement involved, its commercially sensitive environment and the desire to take up place-making opportunities, a separate project from the action plan is needed. Over 37,000 people travel by bus along the busiest sections of the Golden Mile on a typical weekday. All of the eight bus priority corridors in the action plan feed into this central bus spine.

The Golden Mile project starts with a business case. This will set out a long-term vision for the corridor and outline a staged investment strategy. It will also identify quick wins and trials to enable testing of proposed changes and feedback from stakeholders and the community. Initial engagement with the community on the Golden Mile started in November.

The Thorndon Quay and Hutt Road corridor is another complex corridor for which a business case is being prepared. Thorndon Quay and Hutt Road form one of the city's primary multi-modal transport corridors with key public transport links to Wellington's northern suburbs, Porirua and the Hutt Valley. In addition to providing access to the central city, businesses and CentrePort, it also has the potential to cater for future economic development and urban growth. Te Ara Tupua, the future Ngauranga to Petone walkway and cycleway and the largest single walking and cycling project in the region, will increase demand for cycling along the corridor.

The project aims to transform the Thorndon Quay and Hutt Road corridor so it is:

- ready to provide for enhanced public transport and cycling connectivity fit for a 2036 future
- adaptable to future land use change, development, other programmes such as the multi user ferry terminal, and caters for adequate transport provision and choices.

Stakeholders and community engagement on options for Thorndon Quay and Hutt Road will take place by mid-2020.

Both projects will be closely coordinated with planning and delivery of the wider bus priority network.

# How the action plan links to other projects

This action plan also fits with a range of other work to plan for future population and land use growth, improving our transport system, creating attractive shared streets and making it easier and safer for people to get around the city.

## Bus network review

Bus priority is a vital element of any well designed and successful network, and existing bus corridors will remain pivotal to the success of Wellington's bus network now and in the future.

The Wellington City phase of the bus network review of the July 2018 changes is drawing to a close. A package of network change recommendations with an accompanying action plan, is being completed. A package of network change recommendations with an accompanying action plan is being completed. The action plan has been developed with a number of dependencies and constraints. Some of the recommended improvements will be delivered as resourcing allows, and the remaining recommendations will require further investigation.

Feedback and findings from the bus network review clearly identify bus reliability, 'bus bunching' and travel time as having a significant impact on bus passenger journeys. These will not be resolved by network changes alone, which focus on routes and timetabling.

The changes we can make through the Bus Priority Action Plan will help to restore trust in bus transport reliability, particularly amongst bus commuters. The action plan will also inform the bus network changes, including improvements to bus reliability and travel times.

All elements of the LGWM City Streets programme – bus priority, walking, cycling and road safety – will be integrated with bus and network changes in the short term, and as Wellington future-proofs public transport for ongoing growth.

## Planning for growth

Planning for Growth is a project about the people of Wellington and bringing the things we love and value about our city into the conversation about how we plan for the city's future growth. Planning for Growth builds on the goals from Our City Tomorrow and includes a review of the Wellington Urban Growth Plan as well as the District Plan, both of which impact and shape Wellington's urban environment.

Between 8 April and 17 May 2019 we asked people to have their say on the pros and cons of four scenarios. People have given a clear indication that they think intensification of the city centre and suburban centres offers the best balance overall. The feedback we received will help us create a 'spatial plan' which shows the future shape of our city, that will then feed into the District Plan Review.

A spatial plan is essentially a 'blueprint' for our city that sets out a plan of action for where and how we should grow and develop. A spatial plan includes maps and supporting text to show the strategy for the city's growth, providing a level of certainty to the community about future change. The spatial plan will enable an integrated approach to the way we plan and shape our city by considering a range of topics relating to the city's growth including land use, transport, three waters infrastructure, natural hazards, heritage, and natural environment values. The spatial plan will ultimately provide the direction we need for the District Plan Review and will help the City Council prioritise investment for things like transport, new community facilities and infrastructure upgrades.

## Parking policy

To pave the way for our future transport system, we need to start creating space along some key transport corridors and review how we allocate road space for parking to support this change. In light of this, Wellington City Council is reviewing its parking policy and will consult the public on its proposals in the early part of 2020.

## Cycling programme

Work is also underway to develop a city-wide cycle network. This work will be integrated with the outcomes of the action plan to make sure there are good outcomes for people who use public transport, walk, or cycle.

**If your bus route could be better, we'd like to hear from you.**

Twelve months ago we made big changes to the Metlink bus network. After listening, learning and making changes, we'd like to hear what ideas you have for improvements to the routes and services important to you. To find out what's happening in your area and to have your say visit [metlink.org.nz/busreview](http://metlink.org.nz/busreview)

metlink on our way





## Wellington's bus network at a glance

Buses play a critical role in Wellington's transport network.



**70,000**

bus journeys are taken every day



**28%**

of bus trips are for education



**97%**

of Wellington City's population (186,000 people) lives within easy walking distance of a bus stop (400 metres)



**46**

public bus routes across Wellington City

**+ 95**

dedicated school routes



**37%**

of people travelling to the central city in the morning peak take a bus



**34%**

increase in bus trips into the central city since 1999



# Bus network challenges

While there are 70,000 bus journeys taken each day, we know that many passengers are dissatisfied and there are issues with reliability and travel times. Making buses more reliable will make bus travel a more attractive option than driving a car, so more people will take the bus. This in turn will reduce congestion and carbon emissions.

## Bus trips

typically take **twice as long** as a car trip for the same journey



**32%**

of people say that public transport is **inconvenient**



**44%**

of people say that public transport is **unreliable**



**3 minutes**

Average lateness of buses in the morning peak

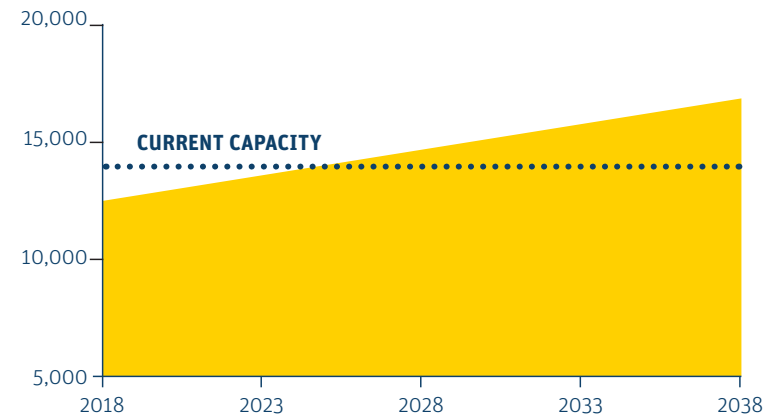


**7 minutes**

Day-to-day variation in travel times in the morning peak on main corridors

## Passenger volumes

in the morning peak will exceed capacity by 2028



# What success looks like

The benefits of the bus priority programme are currently being estimated as part of the business case process. This is an indicative calculation of the potential scale of the opportunity that will be updated as further option evaluation is undertaken.

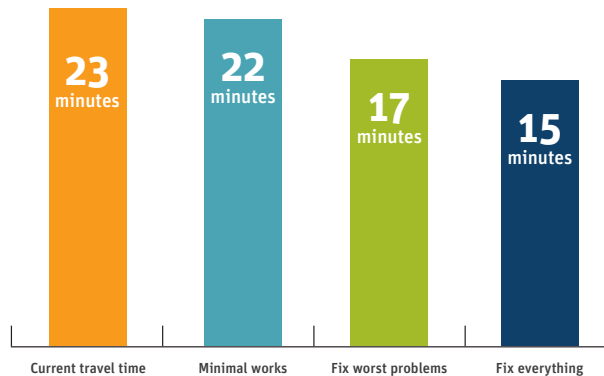


Bus travel times are  
**3% faster**  
with minimal improvements

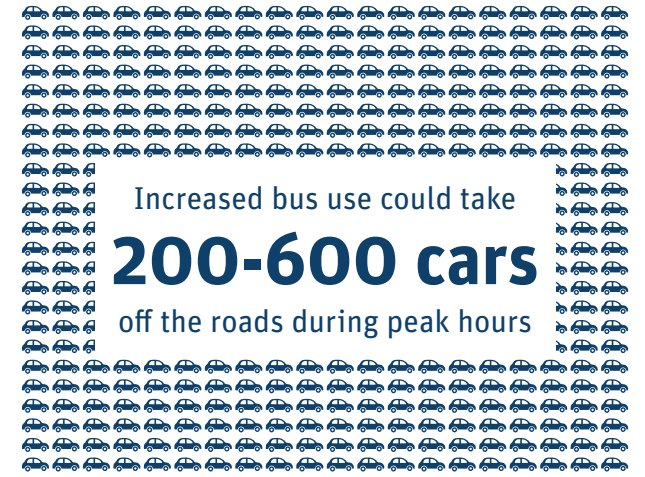
**27% faster**  
with the worst problems fixed

**33% faster**  
with everything fixed

Bus travel times for a typical trip



Note: These figures are indicative and based on a high-level assessment of potential scale of benefits



Increased bus use could take  
**200-600 cars**  
off the roads during peak hours



More people using buses prevents  
**1 to 3 death and serious injury crashes**  
over a decade

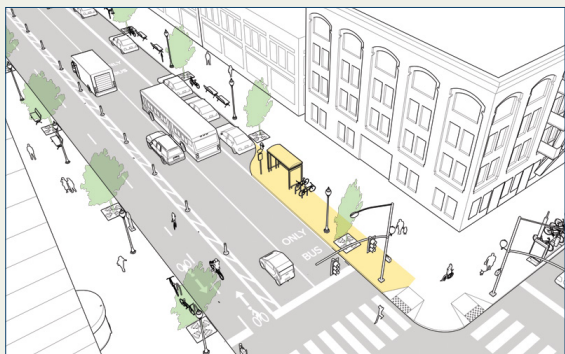


and reduces CO<sub>2</sub> emissions by  
**4000 to 12,000 tonnes**  
over a decade

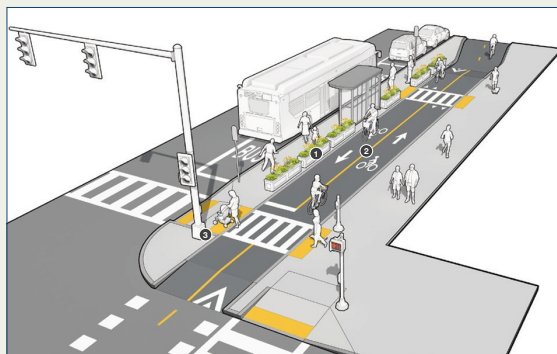
# Bus priority toolkit

We will use a range of measures to improve bus journey times and the reliability of bus journeys. Bus stop improvements allow people to get on and off the bus more easily and reduce the amount of time the bus spends at bus stops. Roadway improvements reduce conflicts between buses and other road users and give buses increased priority.

## Bus stop improvements



In-line bus stops



Safer journeys for cyclists

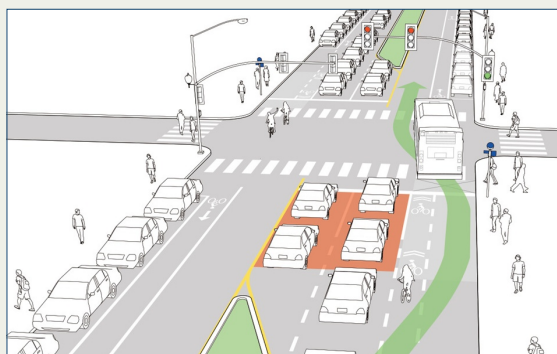


Bus stop spacing and improvements

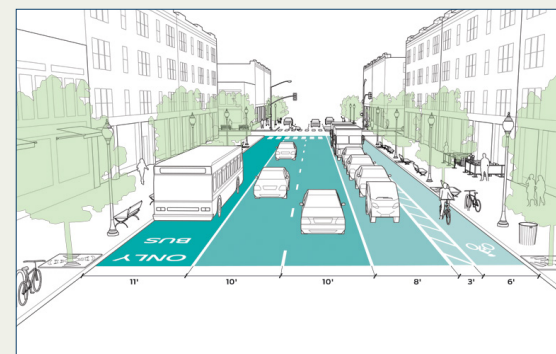
## Roadway improvements



Bus lanes



Intersection priority



Lane widening



## How we chose the priority bus corridors

We prioritised corridors by considering those that have:

- high daily passenger volumes
- slow bus travel times
- highly unreliable bus travel times.



## Corridor selection process

Analyse passenger and travel time data

Prioritise routes with low travel time reliability and slow travel times, ordered by passenger volumes

Prioritise routes with either a travel time or reliability problem, ordered by passenger volumes

Produce list of priority corridors for analysis

## Eight priority bus corridors

Eight corridors were chosen because they have very high numbers of passengers and also have problems with travel times and reliability.

They are:

- Newtown to city
- Karori to city
- Seatoun to city
- Mt Cook to city
- Kilbirnie to Newtown
- Johnsonville to Ngauranga
- Kelburn to city
- Brooklyn to city



## How we identified issues

We used bus and traffic data to estimate the degree to which buses are being delayed relative to optimal travel times.

We identified the sources of delay, as well as where and when delays occur.

Generally, the causes of delay fit into the following categories.

Category	Source of delay	Description
<b>Bus stops</b>	Bus stop spacing	Some bus stops are so close that they have overlapping walking catchments. This means the bus stops more frequently without significant benefits to passengers.
	Re-entry	Buses are delayed when waiting to re-enter the traffic lane from a bus stop.
	Long dwell time	At some bus stops, buses have to stop for longer than is ideal to allow passengers to get on and off.
<b>Traffic lights</b>	Traffic and pedestrian lights	Buses are delayed during the red phase at traffic lights and signalised pedestrian crossings.
	Queues	Buses are delayed in queues at traffic lights.
<b>On-road</b>	General traffic	Buses are delayed by mid-block traffic congestion and on-street parking (cars not parked well, car doors opening, people manoeuvring into parking spaces).
	Road layout	Narrow traffic lanes limit the speeds at which buses can travel.

# Taking a multi-modal approach

Road safety and provisions for cycling are key considerations when we make improvements for buses. These factors have been taken into account in determining the order in which we improve the bus priority corridors.

Analysis of the bus priority corridors shows:

- poor provision for people on bikes on all corridors
- average safety performance on all routes.

The cycleways programme map shows where there is an aspiration for a high level of service, and when cycleway improvements may be delivered.

Corridor	Bicycle level of service	Personal risk average score
Newtown to city	Poor	Medium
Johnsonville to Ngauranga	Poor	Low
Kelburn to city	Poor	Medium
Mt Cook to city	Poor	Medium
Karori to city	Poor	Medium
Seatoun to city	Poor	Medium
Kilbirnie to Newtown	Poor	Medium
Brooklyn to city	Poor	Medium

More detailed investigations of each corridor and any actions will need to take a multi-modal approach.



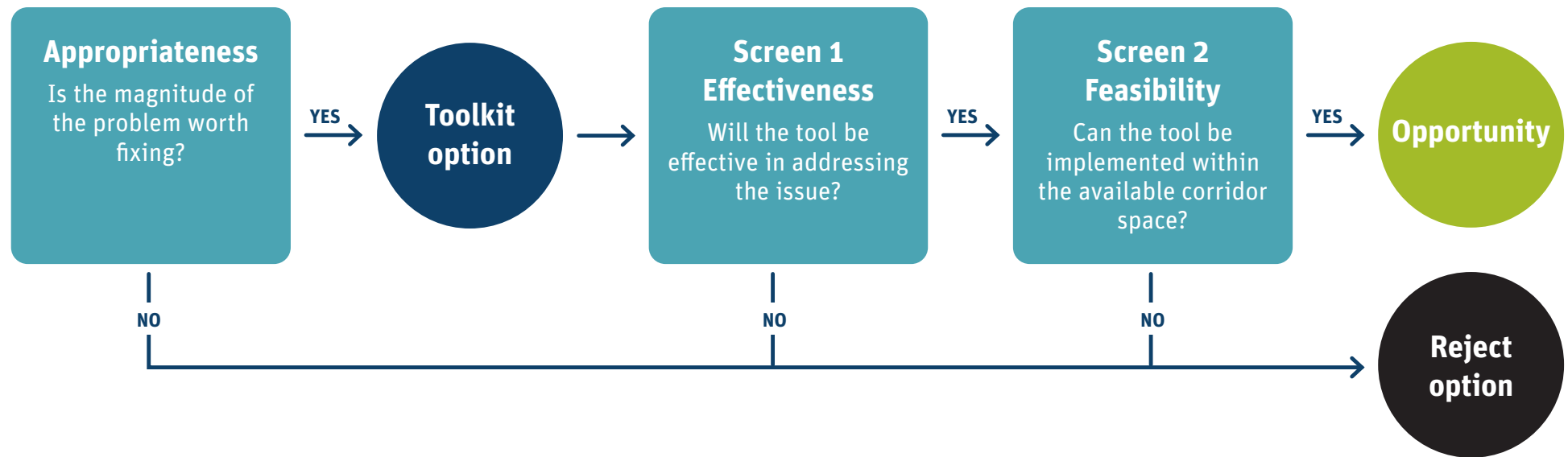
# How we identified opportunities

For each issue identified on the corridors, we have identified opportunities to address the issue.

We assessed the suitability of each toolkit option against each issue.

We used a three-stage screening process.

The results are a list of opportunities to reduce bus journey times and improve reliability.





## Programme options

There are three levels of possible intervention for each corridor.

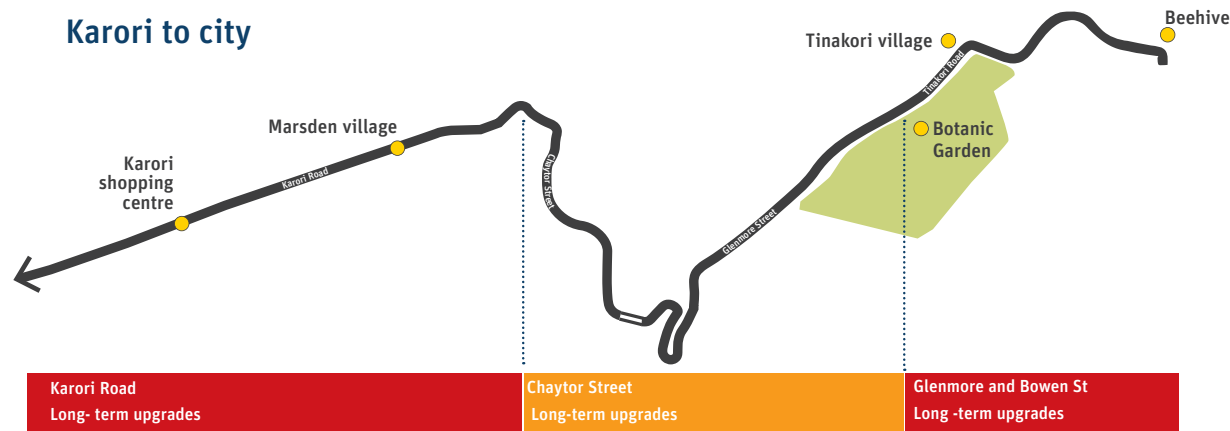
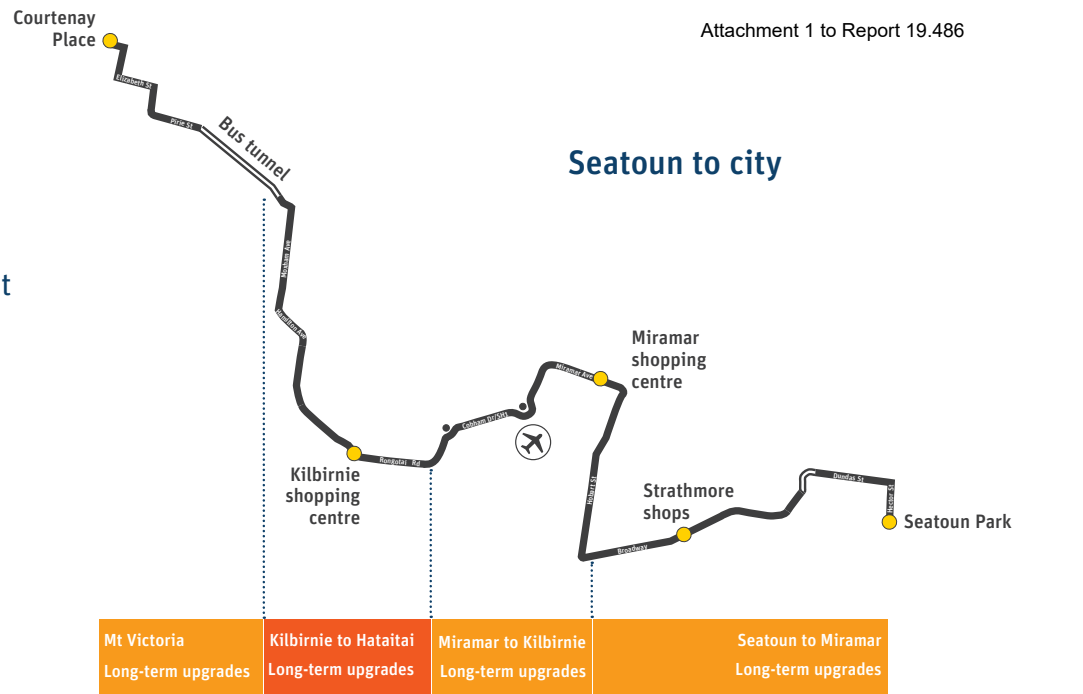
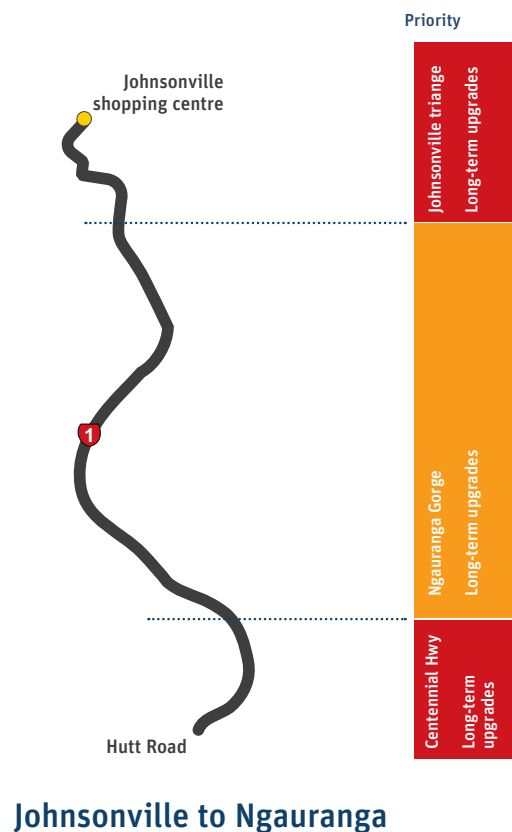
This is the high level summary across all eight corridors.

Option	Level of intervention	Benefits	Costs	Benefit cost ratio
<b>Minimal intervention</b>	<ul style="list-style-type: none"> <li>Extending hours of existing bus lanes and clearways</li> <li>Some bus priority at worst-performing intersections</li> <li>Minimal changes to bus stop layout and spacing</li> </ul>	<p>Typical journeys are <b>1-2 minutes faster</b> in the morning peak</p>	<b>\$24-43</b> million	<b>0.4</b> (0.2 to 0.9)
<b>Fix the worst problems</b>	<ul style="list-style-type: none"> <li>Bus lanes in areas with significant congestion</li> <li>Intersection priority measures at worst-performing sites</li> <li>Some changes to bus stop layout and spacing</li> </ul>	<p>Typical journeys are <b>3-9 minutes faster</b> in the morning peak</p>	<b>\$90-143</b> million	<b>1.5</b> (0.7 to 3.1)
<b>Fix everything</b>	<ul style="list-style-type: none"> <li>Bus lanes along most of corridor length</li> <li>Substantial intersection priority measures at many sites</li> <li>Substantial changes to bus stop layout and spacing</li> </ul>	<p>Typical journeys are <b>4-10 minutes faster</b> in the morning peak</p>	<b>\$182-290</b> million	<b>1.0</b> (0.4 to 2.1)

# Corridor segments

For delivery planning, three of the eight corridors have been divided into segments which reflect the characteristics of the corridor. The remaining five corridors will be treated as one single segment.

Each of the segments has been prioritised for delivery, as set out on the following page.



# Programme priorities

The priority for the next 2-3 years will be early delivery works. For longer-term delivery planning, the eight bus priority corridors have been divided into 15 segments which reflect the corridor characteristics. Each segment has been prioritised for delivery of improvements taking account of:

- the number of people using buses
- the scale of the problems in terms of delays and reliability
- the effectiveness of improvements
- road safety problems
- level of service for people on bikes
- complexity and integration with other projects such as the proposed mass rapid transit route.

Planning priority	Longer term upgrades
<b>A</b>	Johnsonville triangle
	Karori Road
	Glenmore & Bowen Streets
	Centennial Highway
	Newtown to city
<b>B</b>	Brooklyn to city
	Kilbirnie to Newtown
	Mt Cook to city
	Chaytor Street
	Kilbirnie to Hataitai
<b>C</b>	Kelburn to city
	Miramar to Kilbirnie
	Mt Victoria
	Seatoun to Miramar
	Ngauranga Gorge

# How bus priority will be delivered

## Community and stakeholder feedback

The analysis in this Action Plan will support engaging with the community as part of the LGWM City Streets package to seek feedback on:

- the priority network for buses and for cycling
- the key issues and opportunities on each route
- the wider opportunities for cycling, walking, safety and attractive places.

Subject to feedback received, more detailed investigation and public consultation will follow when detailed designs and costs are developed for each segment. This will cover the key routes and, where required, specific changes such as to bus stops or parking.

## Delivery

Some of the actions will be delivered as early improvements or business as usual activities by Wellington City Council and Greater Wellington Regional Council. These actions will tend to be lower cost and less complex projects that can help get buses moving more reliably, sooner. It is expected that many of these will be delivered in 2020 and 2021.

This will build on work already underway so buses can travel more smoothly. This includes improving the layout of bus stops and trimming trees, so buses can pull in and out more easily and it's safer for passengers to get on and off.

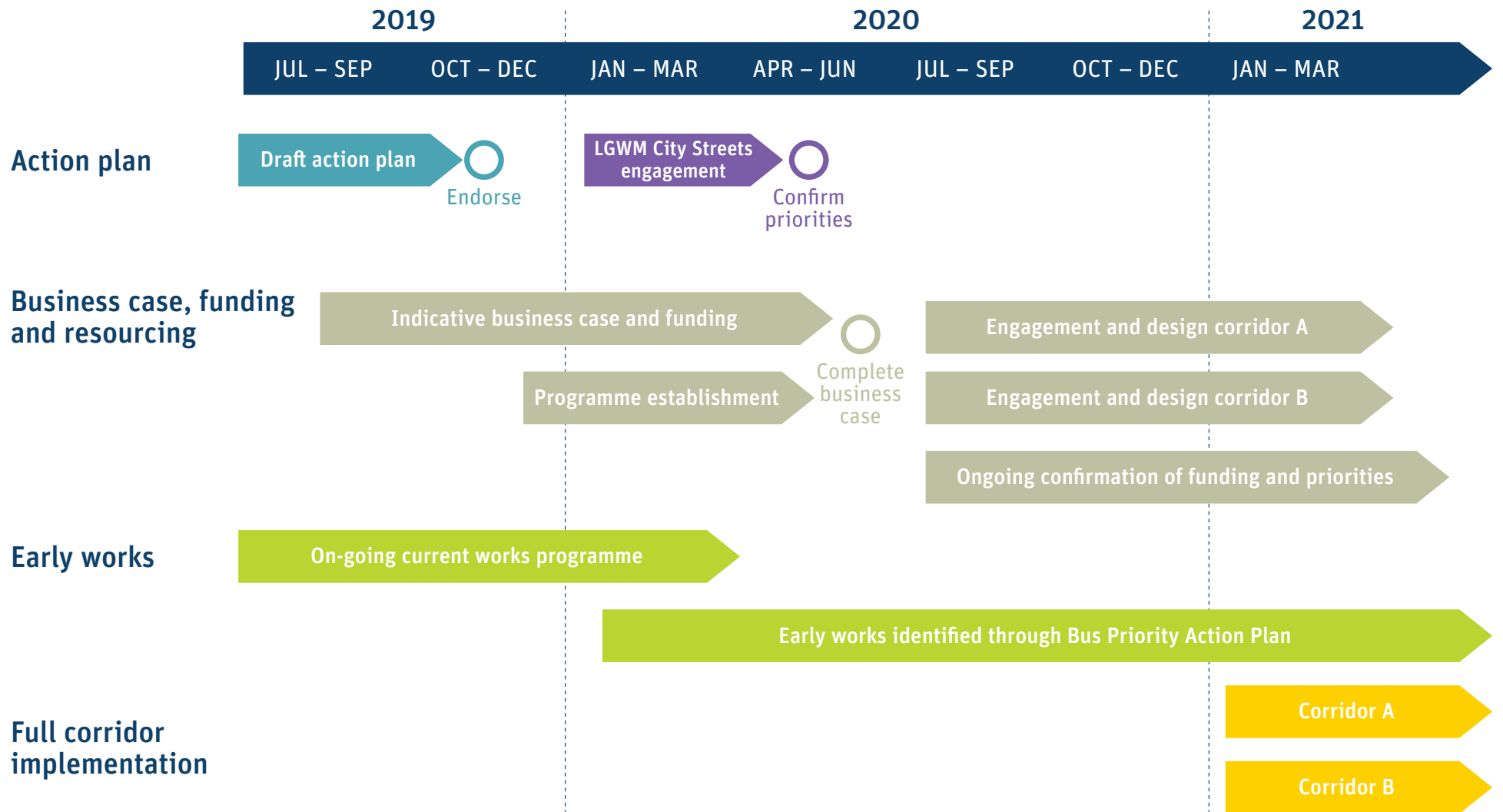
The opportunities and changes identified by the action plan will be primarily delivered through the City Streets package of LGWM. This programme will also be informed by further analysis of and feedback on cycling, walking, safety and place-making opportunities and issues. Delivery of bus priority works will commence next year and is expected to take around 7–10 years to complete.

## Costs and funding

The programme will be funded by Wellington City Council, Greater Wellington Regional Council and Waka Kotahi NZ Transport Agency through Let's Get Wellington Moving. In addition, this funding will be aligned with ongoing maintenance and operations investment, and LGWM's other projects and packages of work such as local street improvements including walking and cycling, other improvements to public transport, travel demand management, and state highway improvements.

Following engagement on the LGWM City Streets package, a more detailed programme will be developed that confirms anticipated costs, funding and expenditure over time. This will require more detailed business case analysis for any significant investment in any route or project.

# Delivery timeline



# Karori to city

**Karori to city is a 6km-long transport corridor that connects the western suburbs to the central city.**

There are five public bus services operating on this corridor and eleven school services. There are several significant destinations for the city along this route, including Parliament, the Botanic Garden, Karori shopping centre, Marsden village and Zealandia.

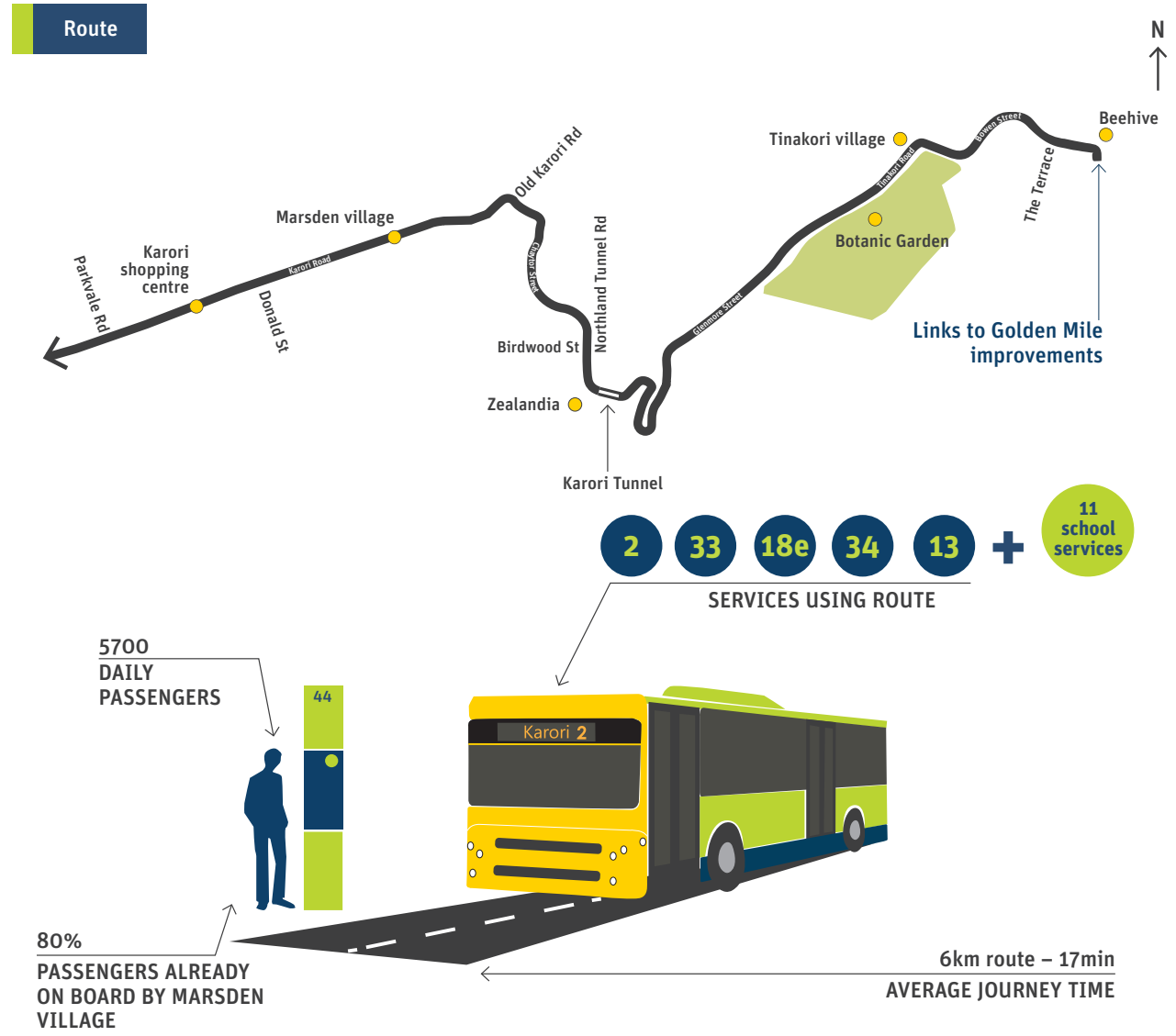
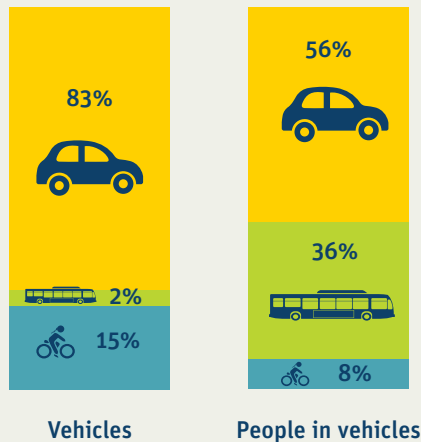
Bus services are also used by a significant number of school students, many of whom travel across the city to schools in the east.

The land uses along the corridor are mainly residential with some shopping areas, open space and education precincts.

The Karori shopping centre public space improvement is due to be completed in 2020. This work takes place outside of the road corridor.

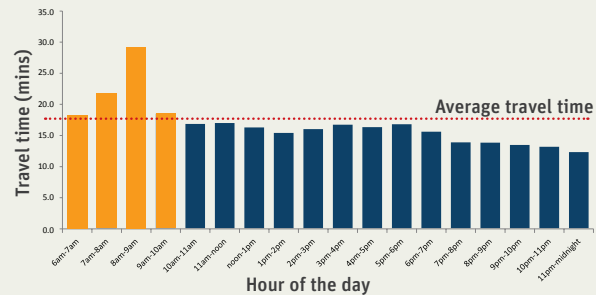
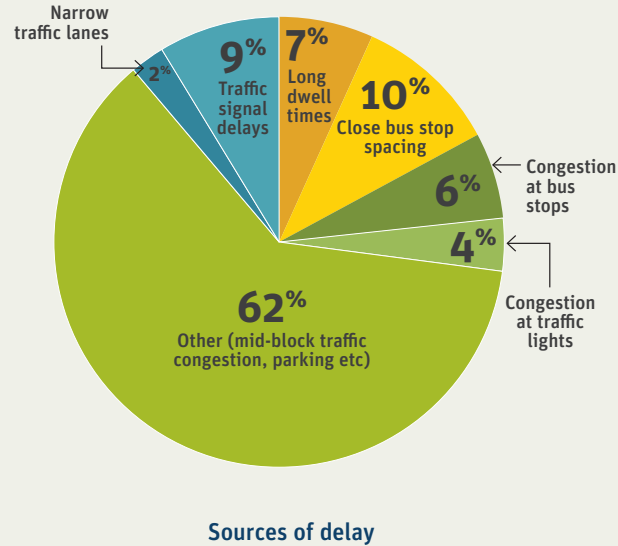
Currently there are no provisions for people on bikes on this corridor.

**Corridor traffic by mode of transport (inbound 8am-9am)**



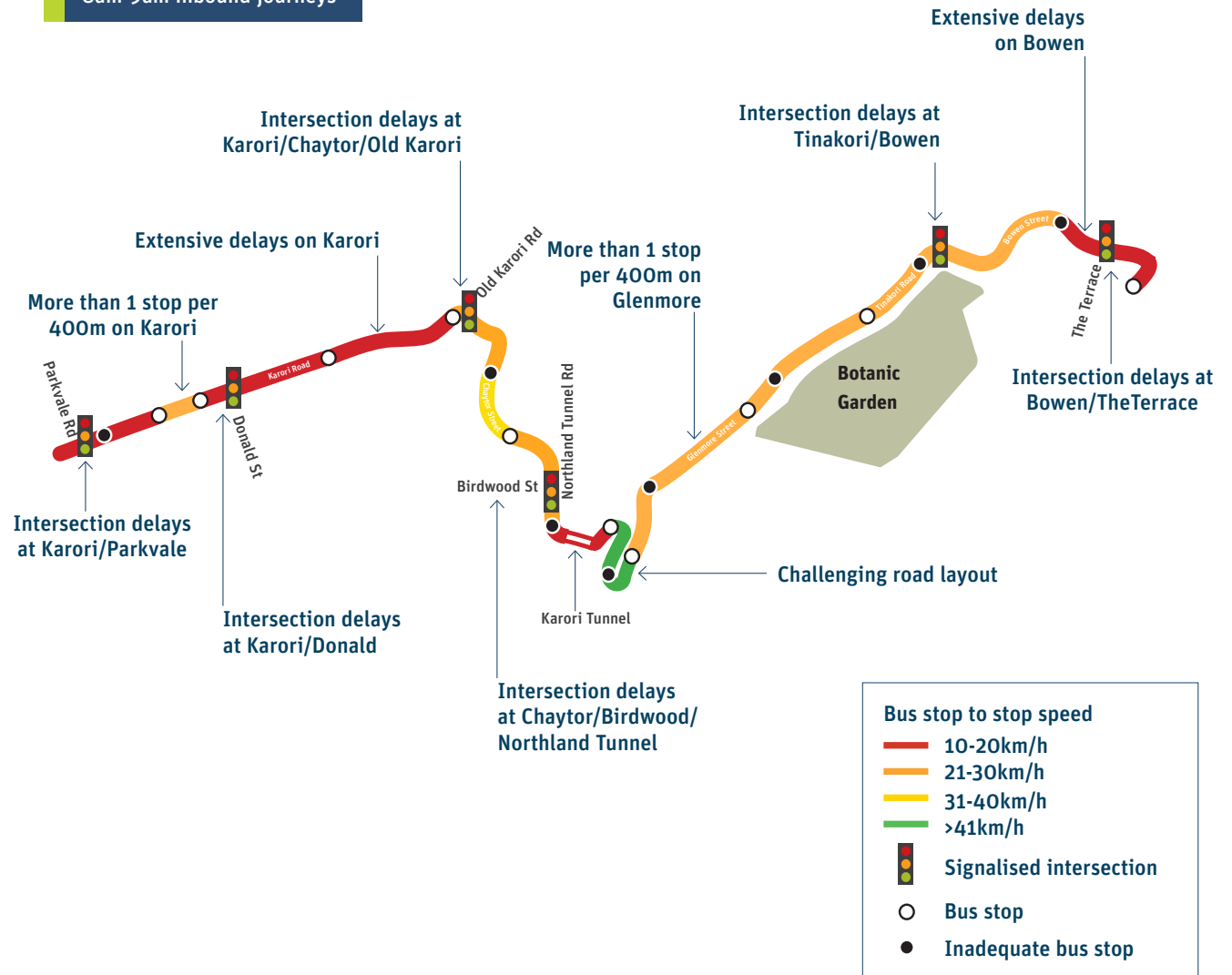
# Karori issues (inbound)

This corridor has inbound issues related to mid-block traffic congestion, congestion at traffic lights and traffic signal delays.



Inbound journey times

## 8am-9am inbound journeys



**Bus stop to stop speed**

- 10-20km/h
- 21-30km/h
- 31-40km/h
- >41km/h

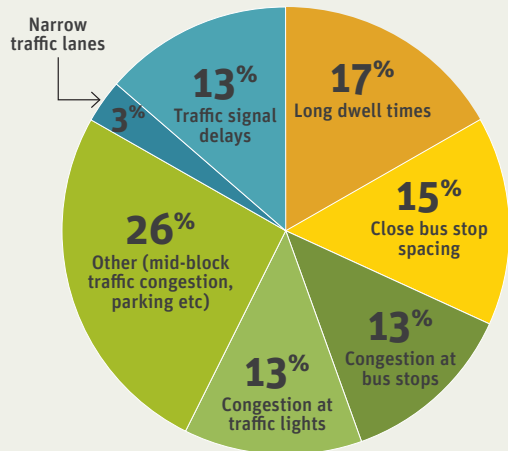
**Signalised intersection**

**Bus stop**

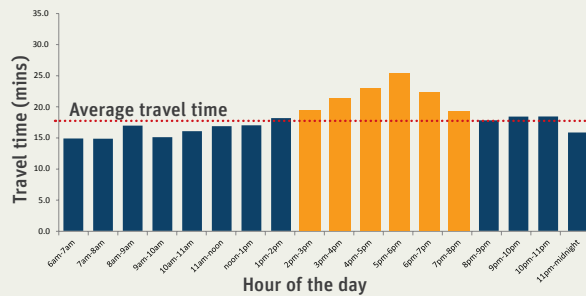
**Inadequate bus stop**

# Karori issues (outbound)

This corridor has outbound issues related to bus stop spacing, mid-block congestion, traffic signal delays and congestion at traffic lights.

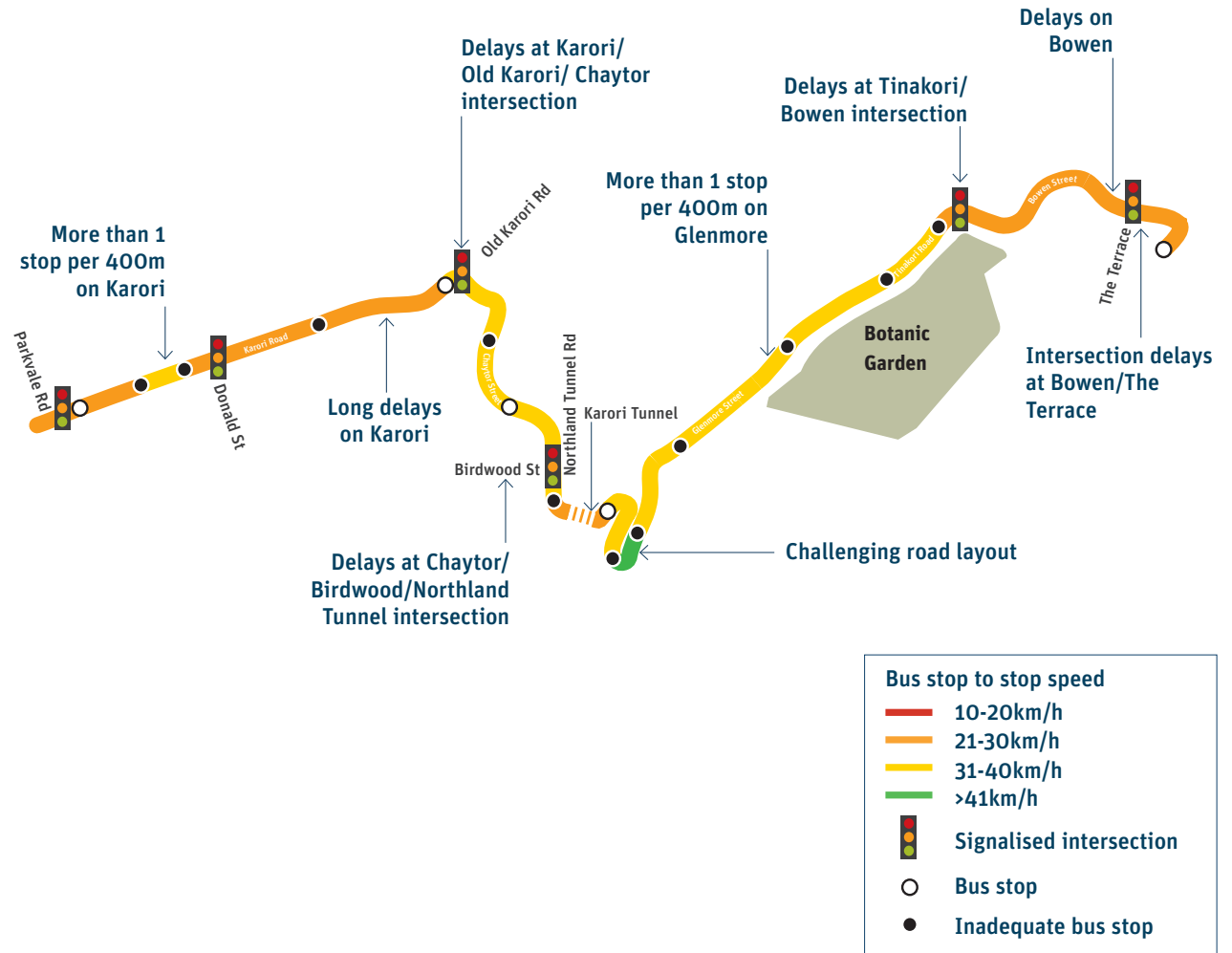


Sources of delay



Outbound journey times

## 5pm-6pm outbound journeys





# Karori opportunities

There are opportunities on this corridor to prioritise bus journeys by making improvements to traffic signals, bus stop design and spacing; as well as introducing bus lanes to address mid-block traffic congestion.

As we develop proposals for this corridor, we will look to establish safe speeds through Karori shopping centre and Marsden village as well as defining appropriate provisions for people on bikes.

## Benefits on offer



Improvements to journey times and reliability



Reduced congestion

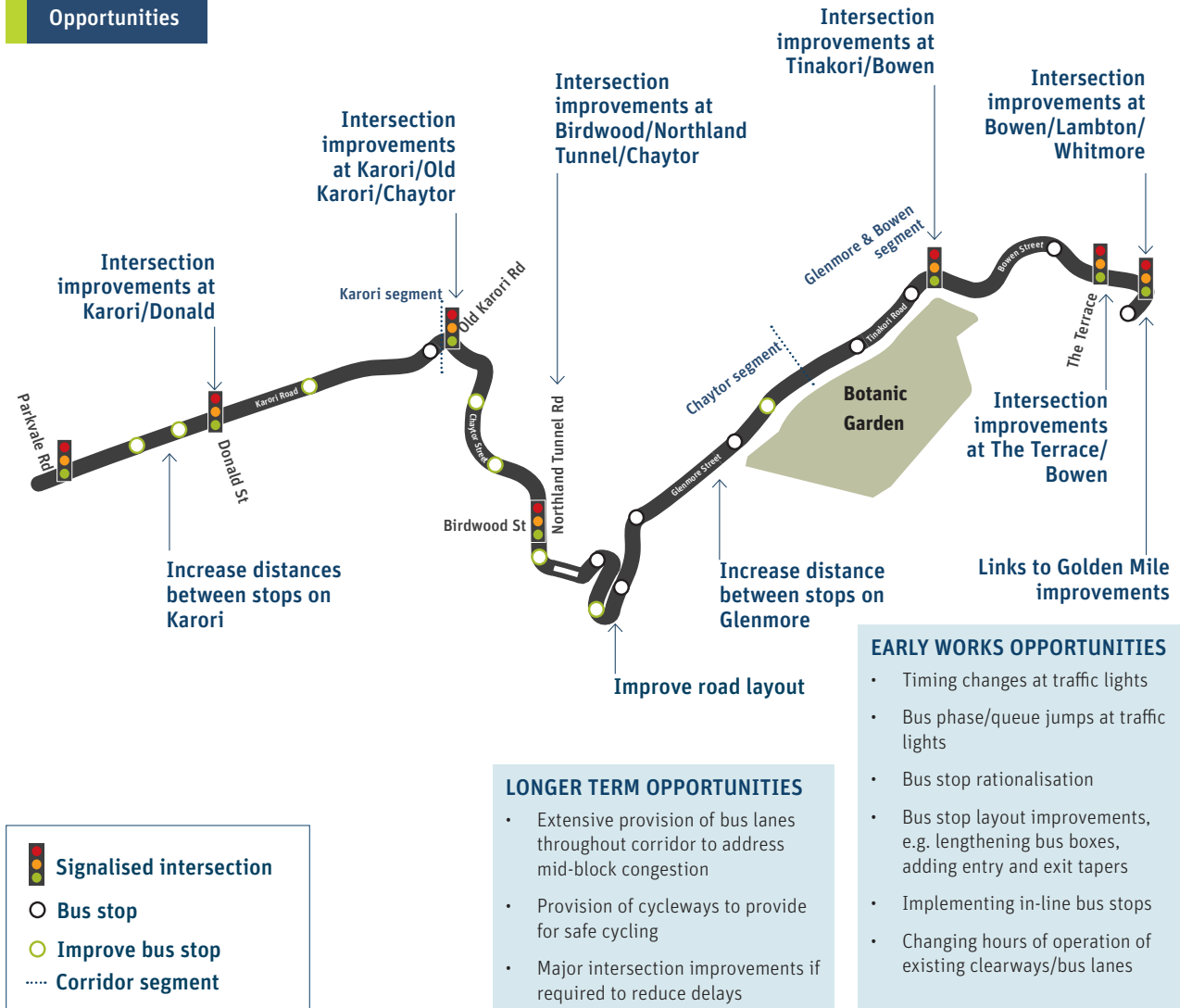


Health benefits



Opportunities to accommodate cycling infrastructure and streetscape improvements

## Opportunities



# Newtown to city

**Newtown to city is a 2km-long transport corridor that connects the southern suburbs of Wellington to the central city.**

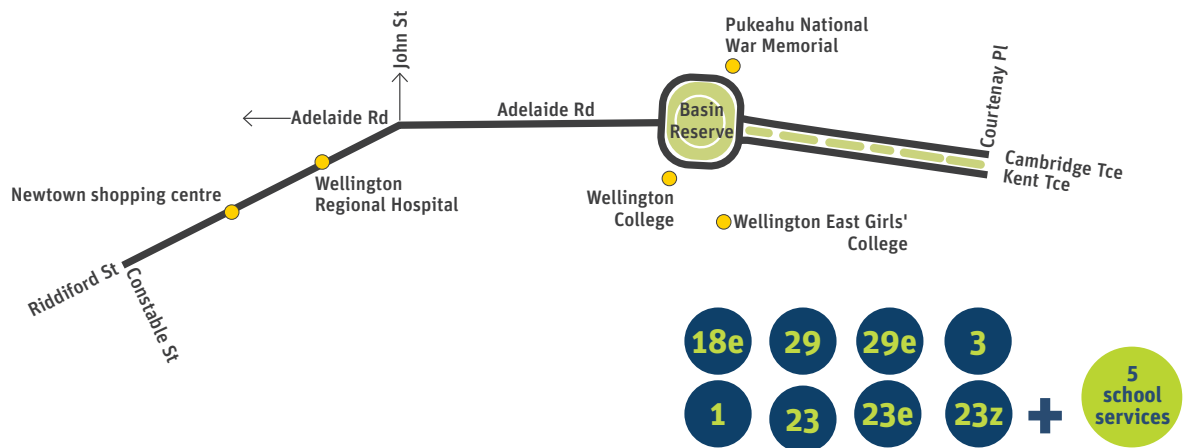
The Newtown corridor connects Newtown, Mt Cook and Mt Victoria to the central city. There are eight public bus services operating on this corridor and five school services.

There are several significant destinations along this route including Courtenay Place, Pukeahu National War Memorial, Basin Reserve, Wellington College, Wellington East Girls' College, Newtown shopping centre and the Wellington Regional Hospital.

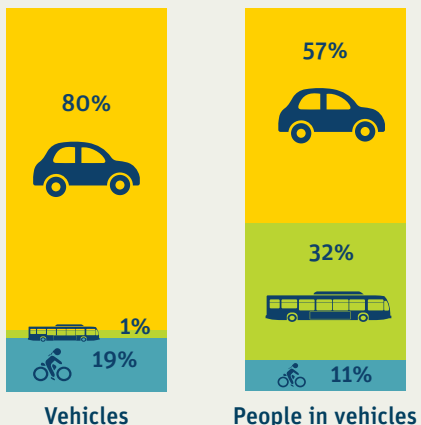
The land uses along the corridor are mainly central city or suburban shopping zones with one institutional precinct (Wellington Regional Hospital). The corridor also passes through the Newtown shopping heritage area.

Currently there are no provisions for people on bikes but cycleway investment is planned for the future as part of Let's Get Wellington Moving.

## Route

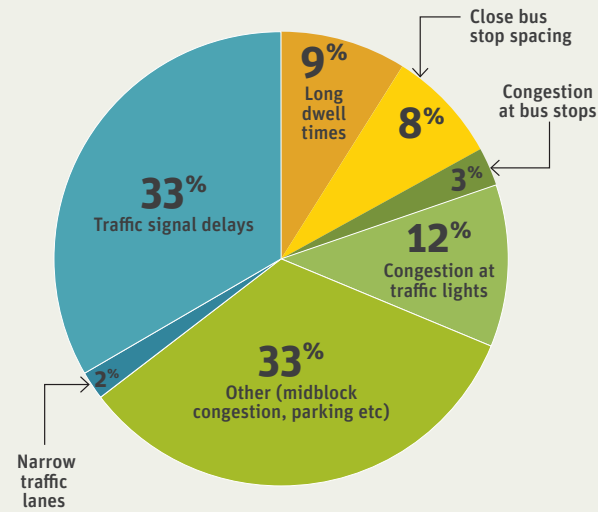


**Corridor traffic by mode of transport (inbound 8am-9pm)**

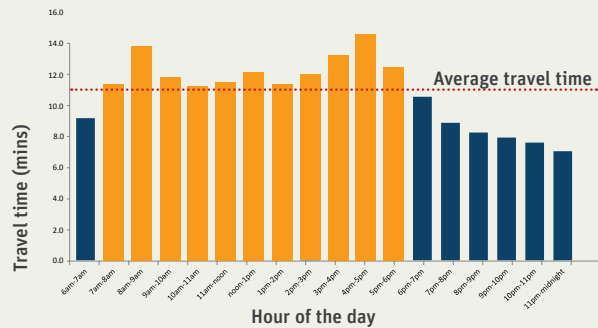


# Newtown issues (inbound)

This corridor has issues inbound related to traffic signal delays, mid-block traffic congestion, bus stop spacing and congestion at traffic lights.

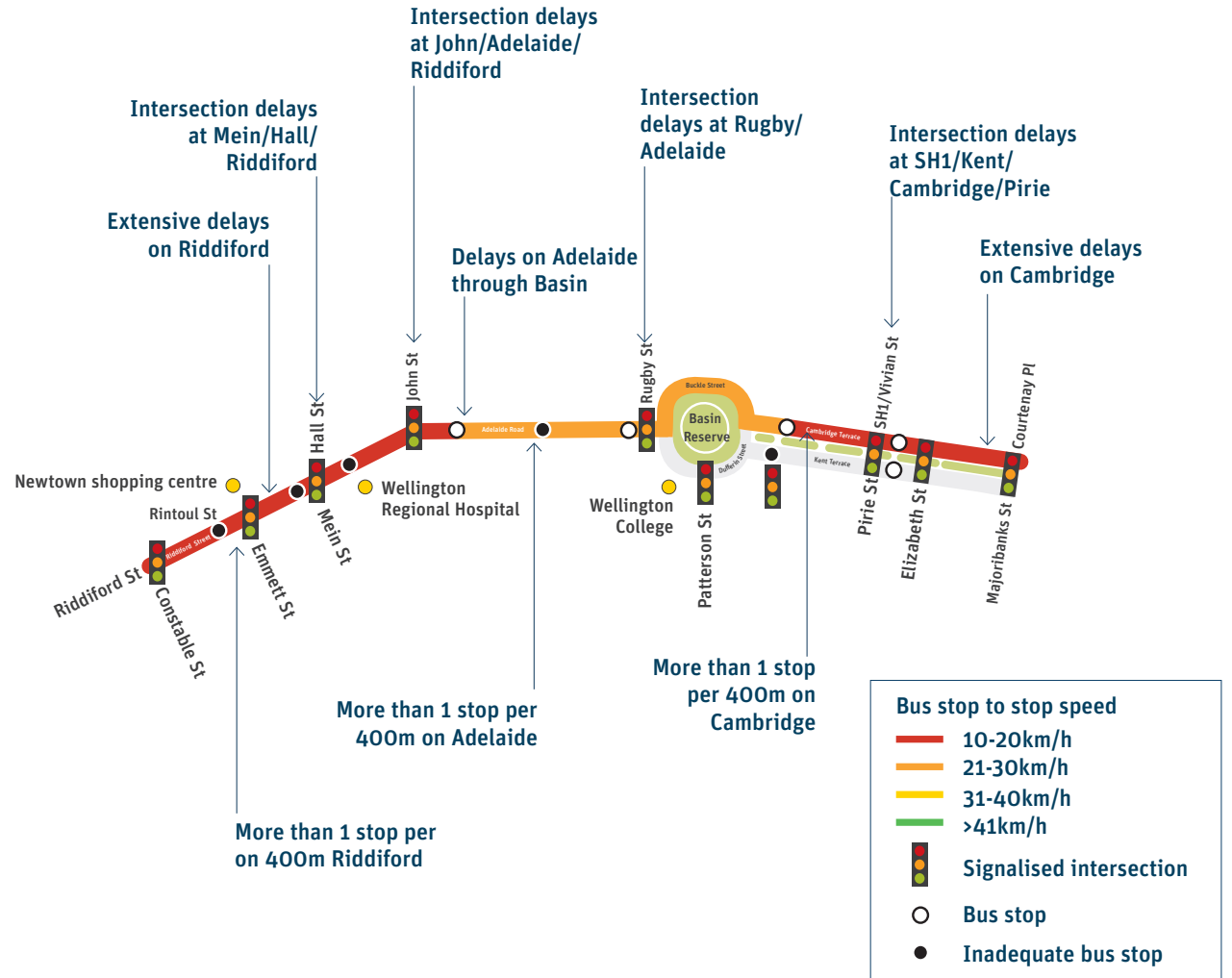


Sources of delay



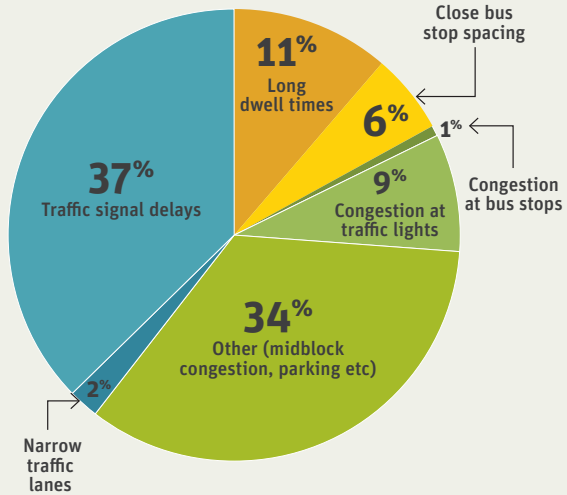
Inbound journey times

## 8am-9am inbound journeys

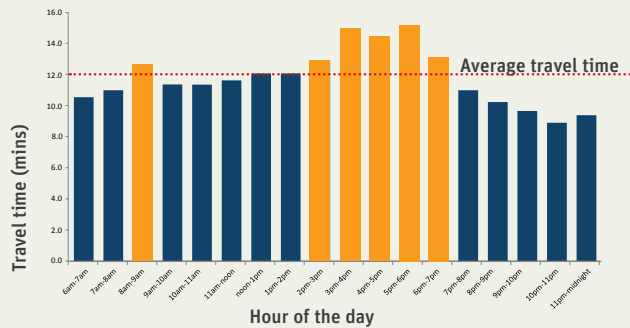


# Newtown issues (outbound)

This corridor has outbound issues related to traffic signal delays, mid-block traffic congestion, bus stop spacing and congestion at traffic lights.



Sources of delay



Outbound journey times

## 5pm-6pm outbound journeys



# Newtown opportunities

There are opportunities on this corridor to prioritise bus journeys by improving intersections, increasing distances between bus stops to at least 400m, making improvements to bus stop layout and by introducing bus lanes to address the delays caused by mid-block traffic congestion.

As we develop proposals for this corridor, we will look to define appropriate provisions for people on bikes.

## Benefits on offer



Improvements to journey times and reliability



Reduced congestion

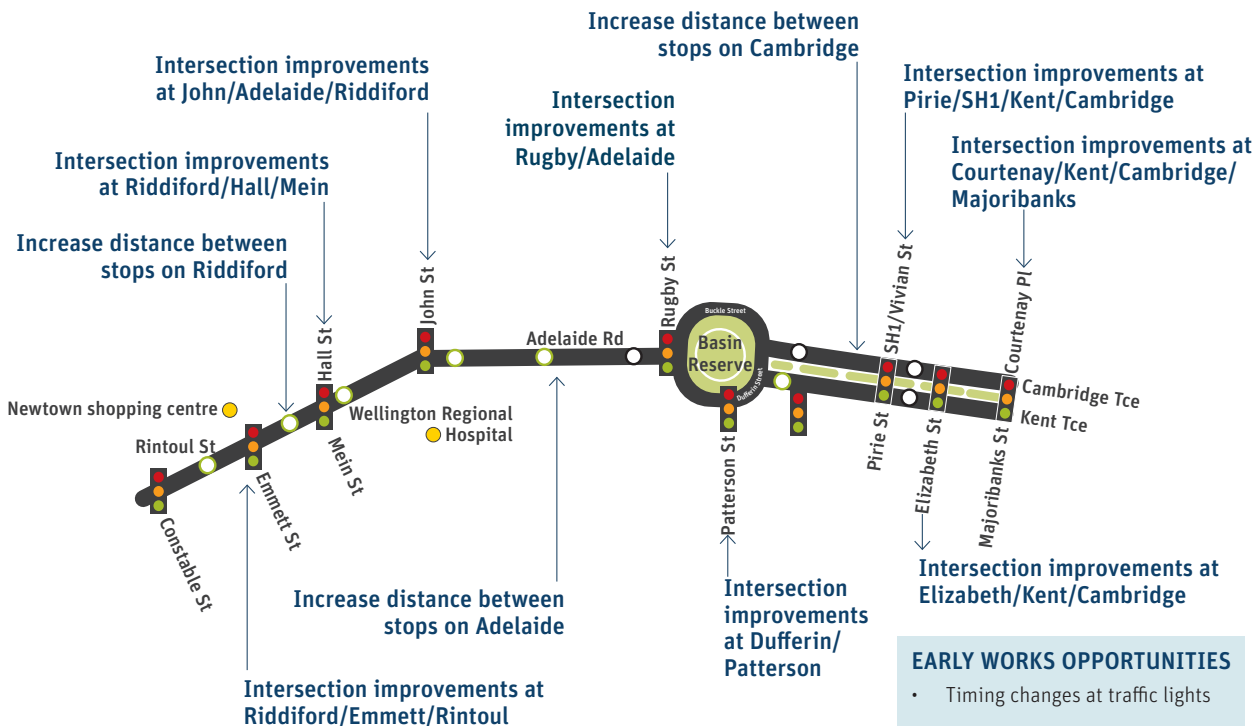


Health benefits



Opportunities to accommodate cycling infrastructure and streetscape improvements

## Opportunities



Signalised intersection  
 Bus stop  
 Improve bus stop

- ### LONGER TERM OPPORTUNITIES
- Extensive provision of bus lanes throughout corridor to address mid-block congestion
  - Provision of cycleways to provide for safe cycling
  - Major intersection improvements if required to reduce delays

- ### EARLY WORKS OPPORTUNITIES
- Timing changes at traffic lights
  - Bus phase/queue jumps at traffic lights
  - Bus stop rationalisation
  - Bus stop layout improvements, e.g. lengthening bus boxes, adding entry and exit tapers
  - Implementing in-line bus stops
  - Changing hours of operation of existing clearways/bus lanes

# Seatoun to city

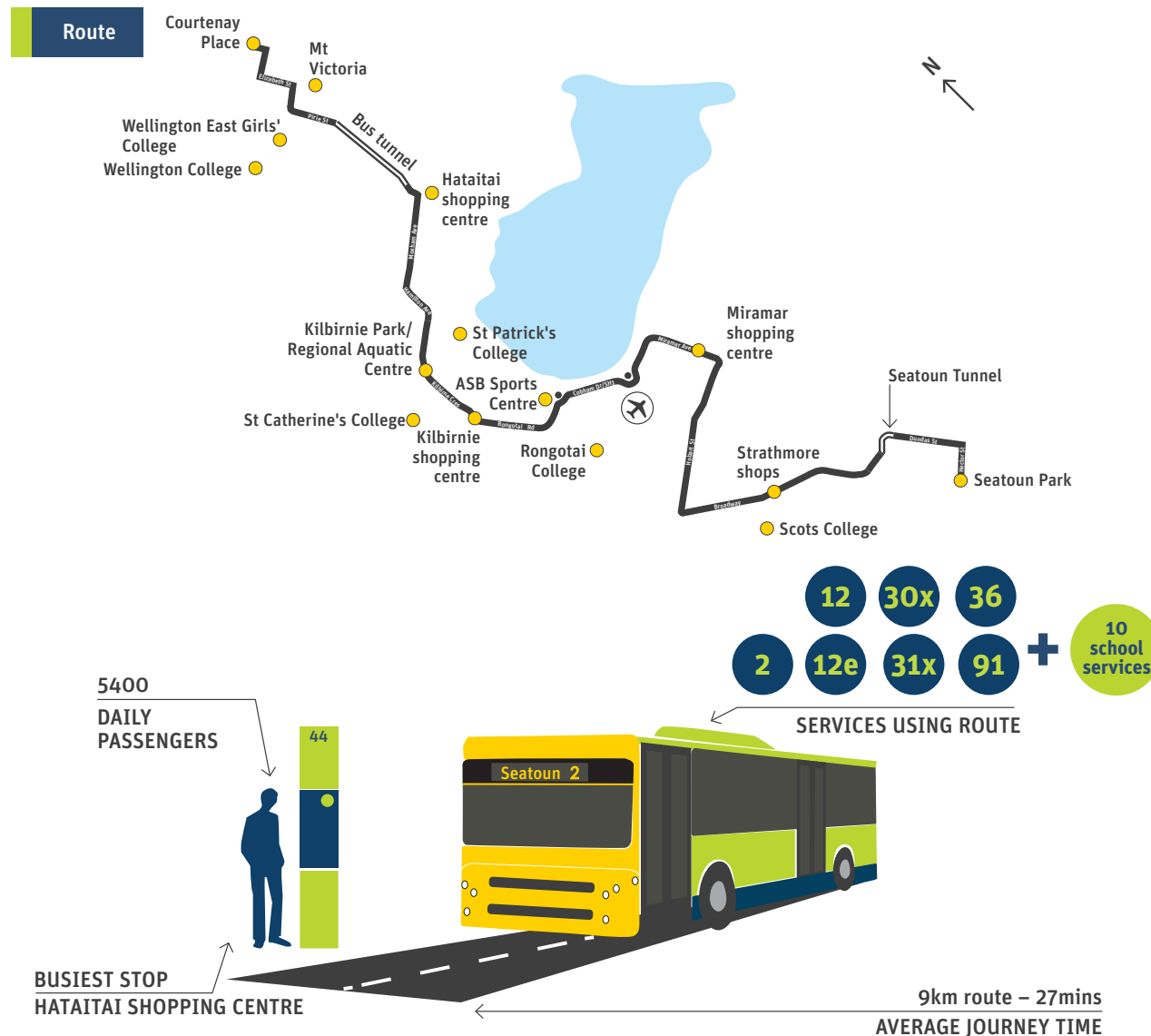
**Seatoun to city is a 9km-long transport corridor that connects the eastern suburbs to the central city.**

The Seatoun corridor connects Seatoun, Miramar, Kilbirnie, Hataitai and Mt Victoria to the central city. There are seven public bus services operating on this corridor and ten school services.

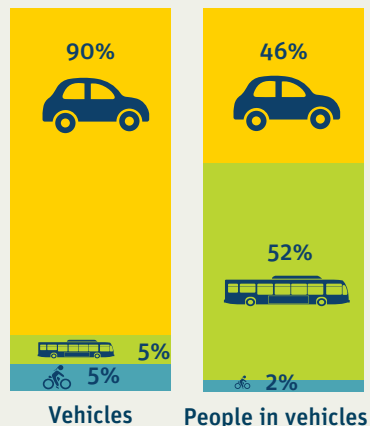
There are several significant destinations along this route including Miramar shopping centre, Wellington Airport, ASB Sports Centre, Kilbirnie shopping centre, St Patrick's College, Rongotai College, Scots College, St Catherine's College, the Wellington Regional Aquatic Centre, Hataitai shopping centre, Mt Victoria and Courtenay Place.

The land uses along the corridor are mainly residential, as well as central city, three suburban shopping centres, industry, business, open space, medium density residential and Wellington Airport.

There are some provisions for cyclists through Kilbirnie and to Newtown. An off-road bike path is soon to be completed on Cobham Drive in early 2020.

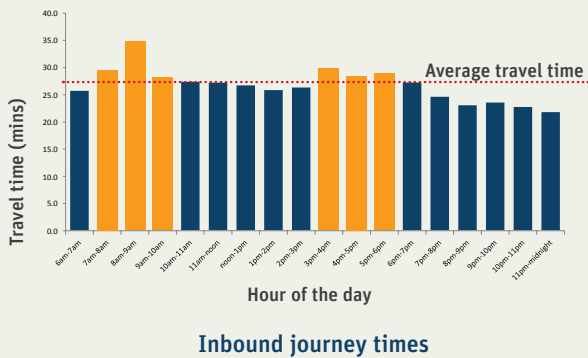
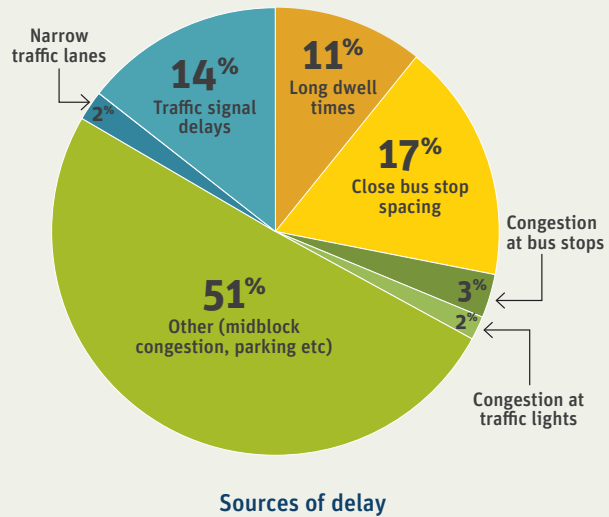


**Corridor traffic by mode of transport (inbound 8am-9am)**

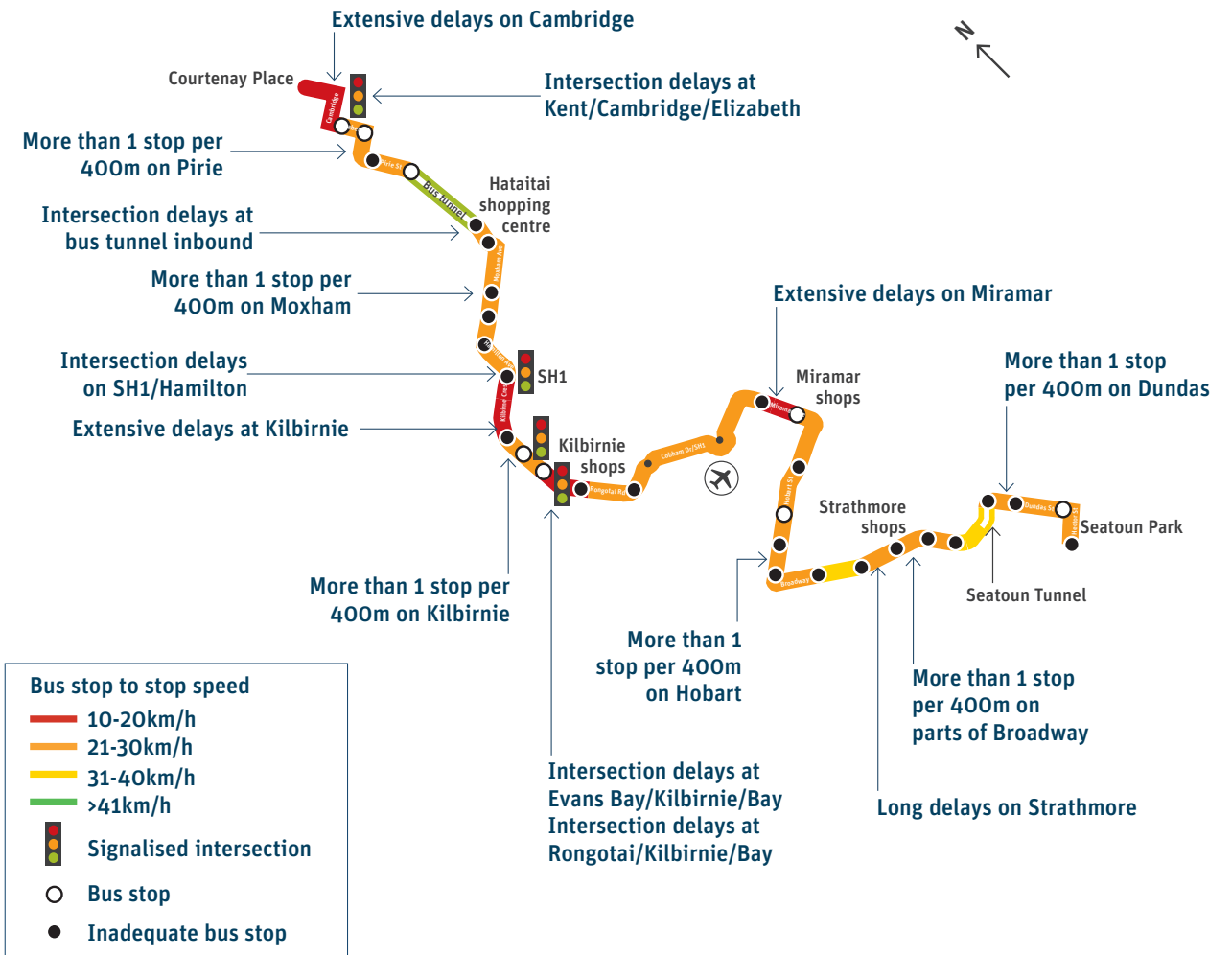


# Seatoun issues (inbound)

This corridor has inbound issues related to mid-block traffic congestion, bus stop spacing and traffic signal delays.

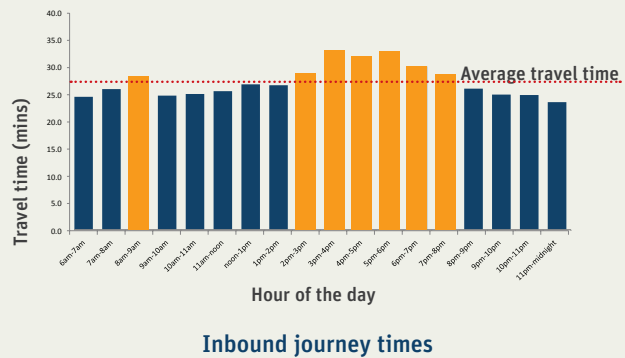
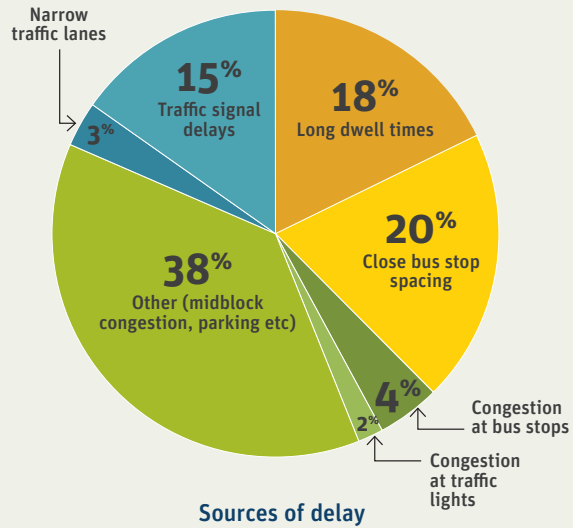


## 8am-9am inbound journeys

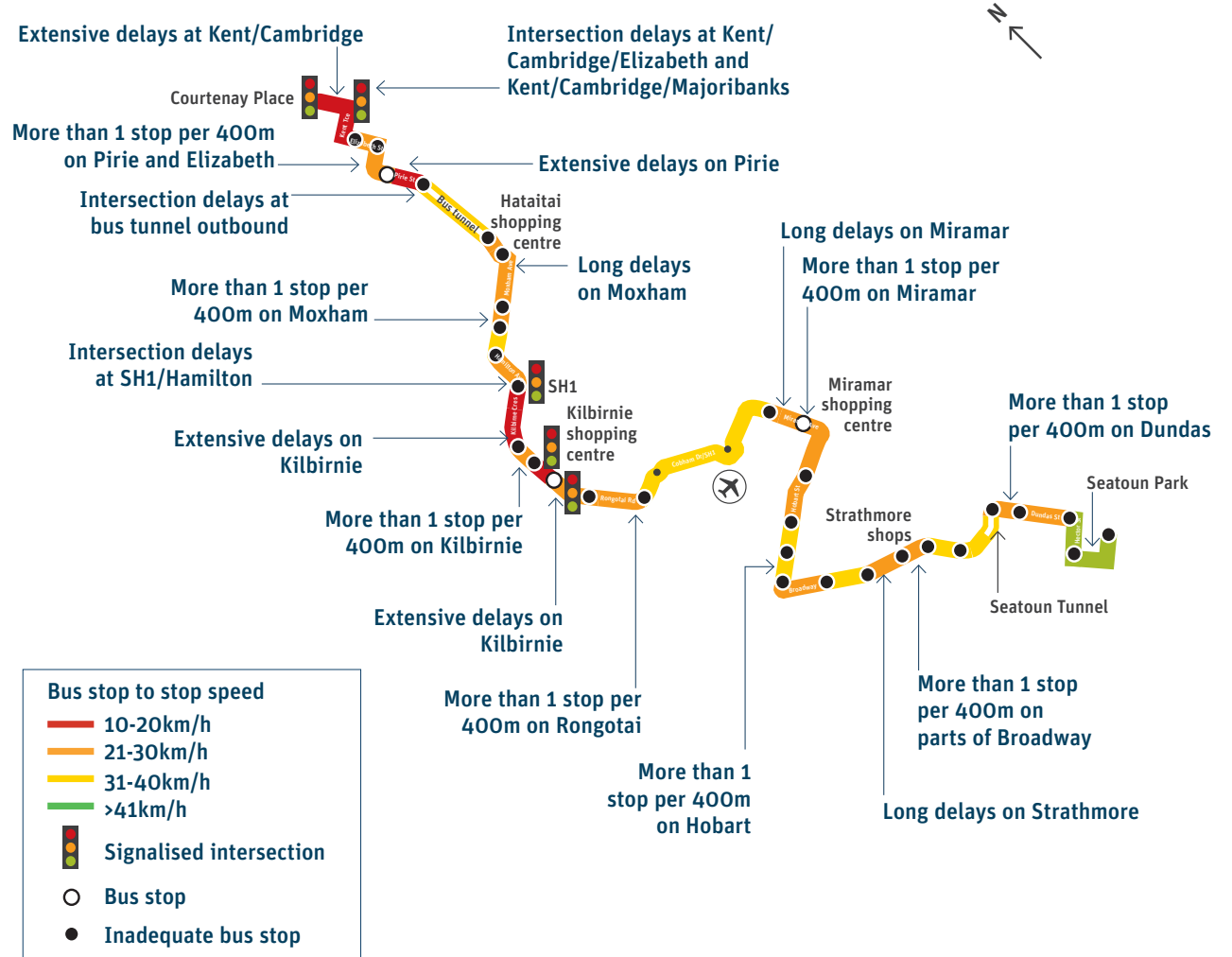


# Seatoun issues (outbound)

This corridor has outbound issues related to mid-block traffic congestion, bus stop spacing and long dwell times at bus stops.



## 5pm-6pm outbound journeys





# Seatoun opportunities

There are opportunities on this corridor to prioritise bus journeys by introducing bus lanes to address the delays caused by mid-block traffic congestion, increase distances between bus stops, improve intersections and bus stop layout.

As we develop proposals for this corridor, we will look to establish appropriate provisions for people on bikes.

## Benefits on offer



Improvements to journey times and reliability



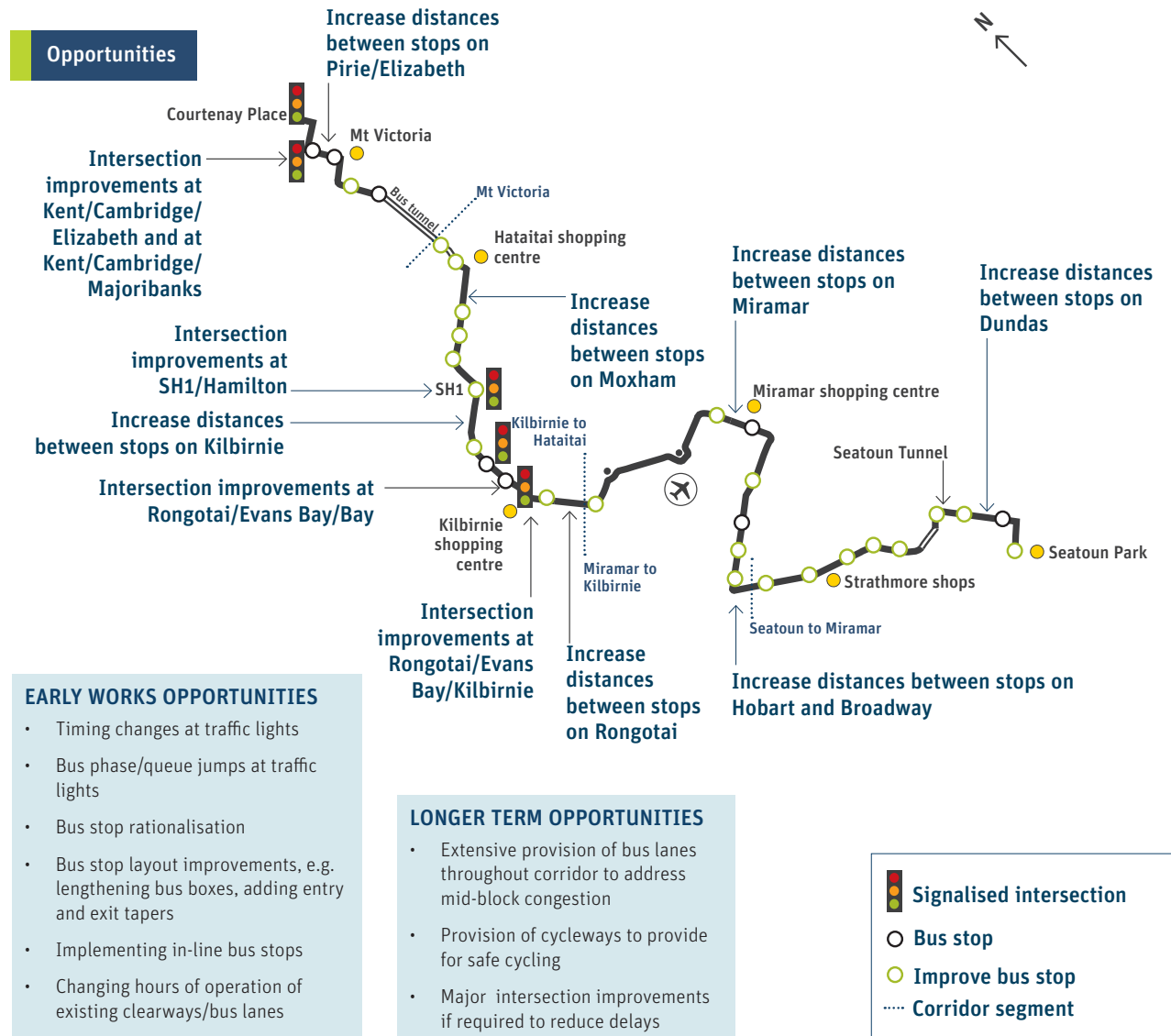
Reduced congestion



Health Benefits



Opportunities to accommodate cycling infrastructure and streetscape improvements



# Mt Cook to city

**Mt Cook to city is a 2km-long transport corridor that connects Mt Cook to the central city.**

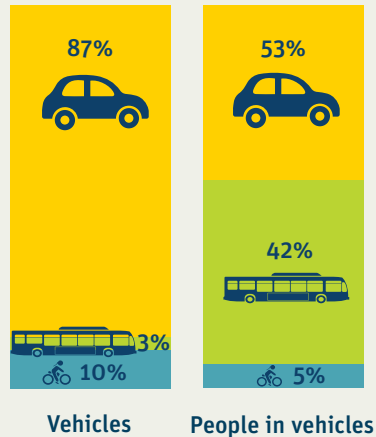
The Mt Cook corridor connects Newtown, Mt Cook and Te Aro with the central city. There are three public bus services operating on this corridor and three school services.

There are several significant destinations along this route including Toi Whakaari, NZ School of Dance, Massey University, Wellington High School, Pukeahu National War Memorial and Courtenay Place.

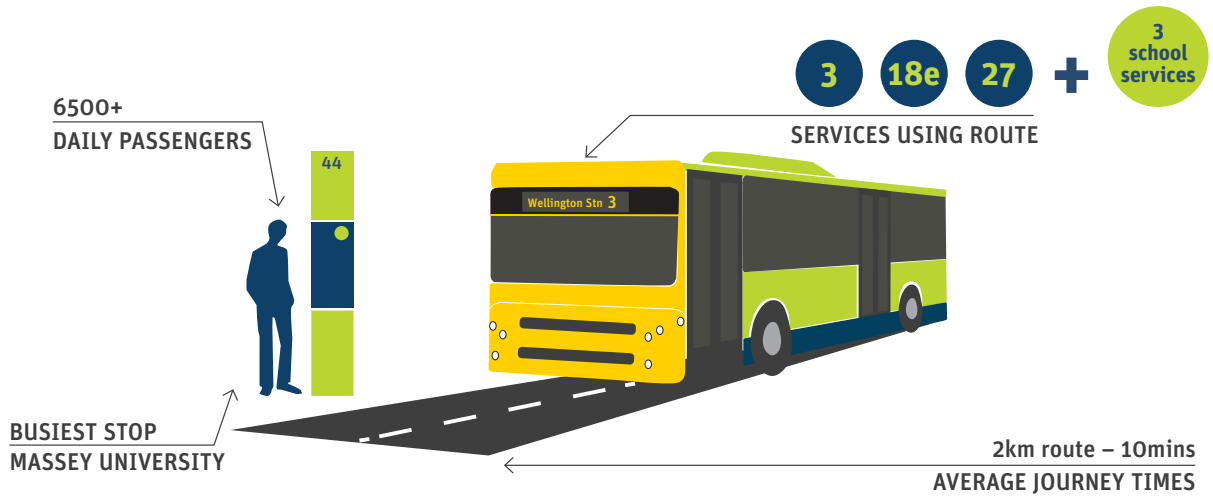
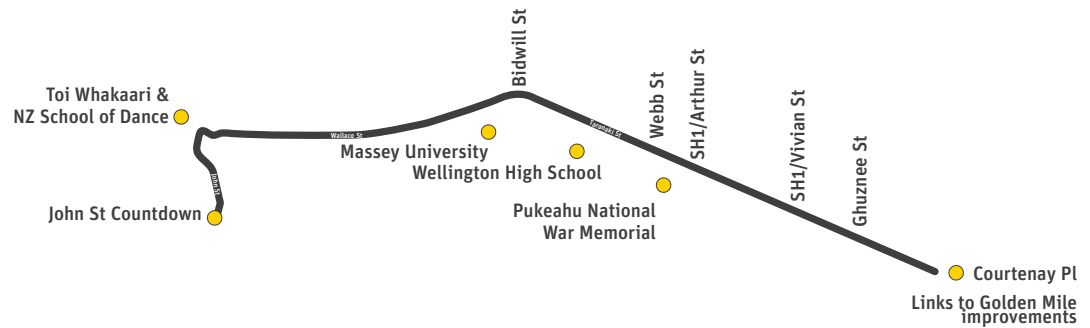
The land uses along the corridor are mainly residential and central city. It also passes through an educational precinct, which is the Massey University campus; as well as Toi Whakaari/NZ School of Dance campus, which is zoned Open Space B.

Currently, there are no provisions for people on bikes on this corridor.

Corridor traffic by mode of transport (inbound 8am-9am)

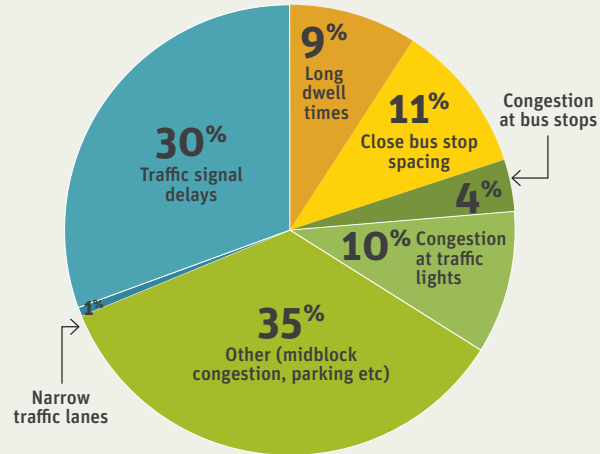


## Route

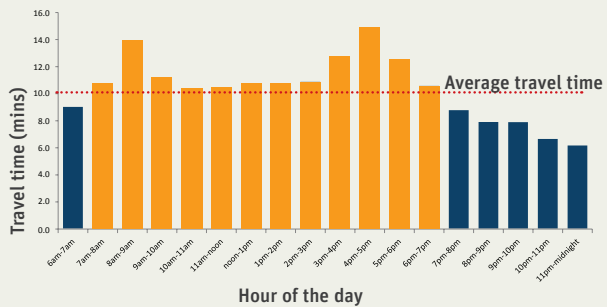


# Mt Cook issues (inbound)

This corridor has inbound issues related to mid-block traffic congestion, traffic signal delays, bus stop spacing and congestion at traffic lights.

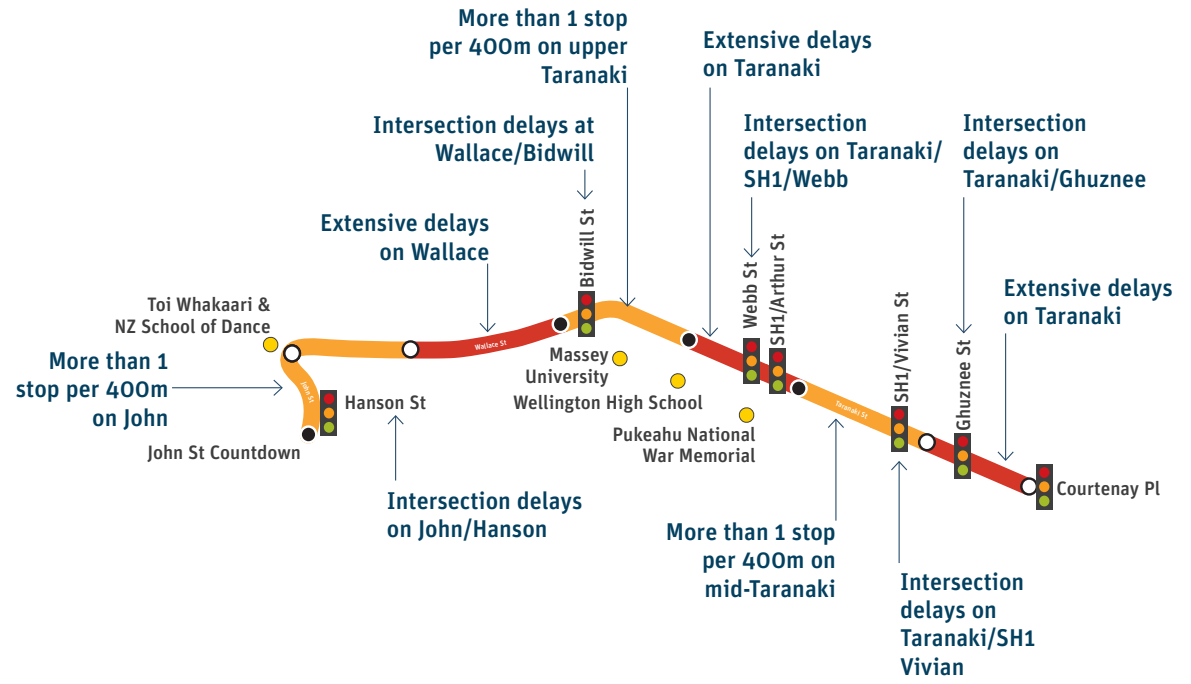


Sources of delay



Inbound journey times

## 8am-9am inbound journeys



**Bus stop to stop speed**

- 10-20km/h
- 21-30km/h
- 31-40km/h
- >41km/h

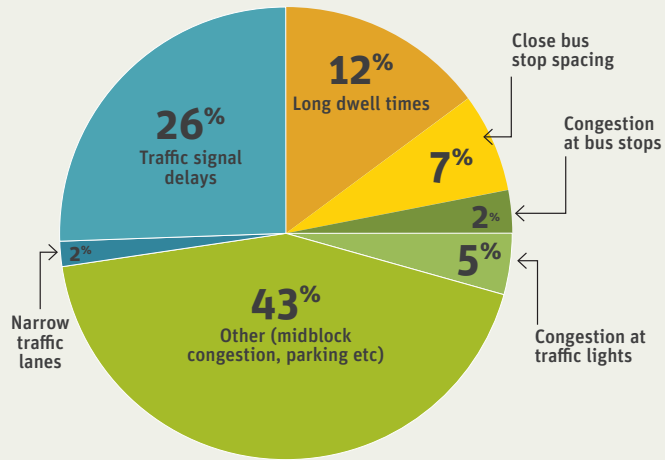
**Signalised intersection**

**Bus stop**

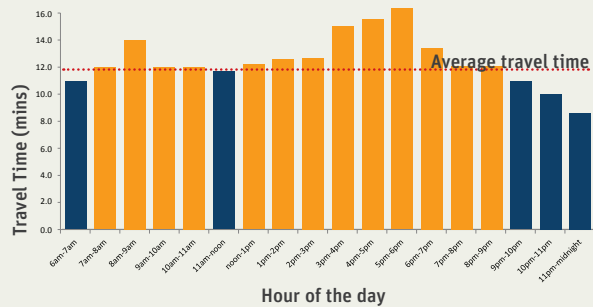
**Inadequate bus stop**

# Mt Cook issues (outbound)

This corridor has outbound issues related to mid-block traffic congestion, traffic signal delays and long dwell times at bus stops.

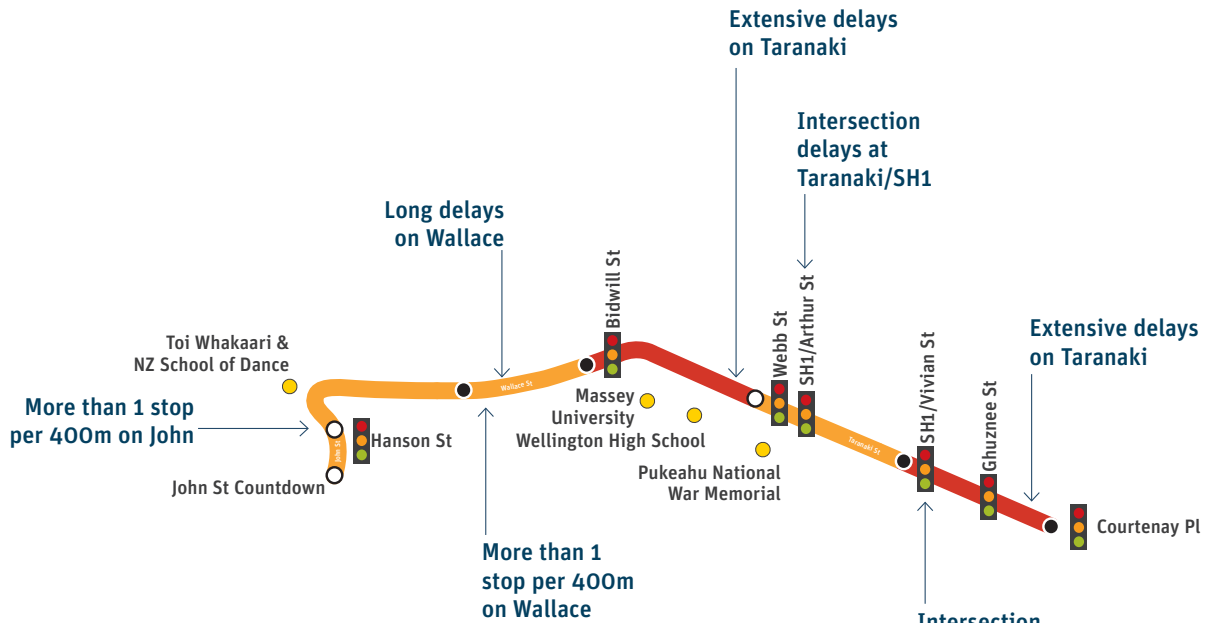


Sources of delay



Outbound journey times

## 5pm-6pm outbound journeys



**Bus stop to stop speed**

- 10-20km/h
- 21-30km/h
- 31-40km/h
- >41km/h

**Signalised intersection**

**Bus stop**

**Inadequate bus stop**

# Mt Cook opportunities

There are opportunities on this corridor to prioritise bus journeys by making improvements to intersections, bus stop design and spacing; as well as introducing bus lanes to address the delays caused by mid-block traffic congestion.

As we develop proposals for this corridor, we will look to establish appropriate provisions for people on bikes.

## Benefits on offer



Improvements to journey times and reliability



Reduced congestion

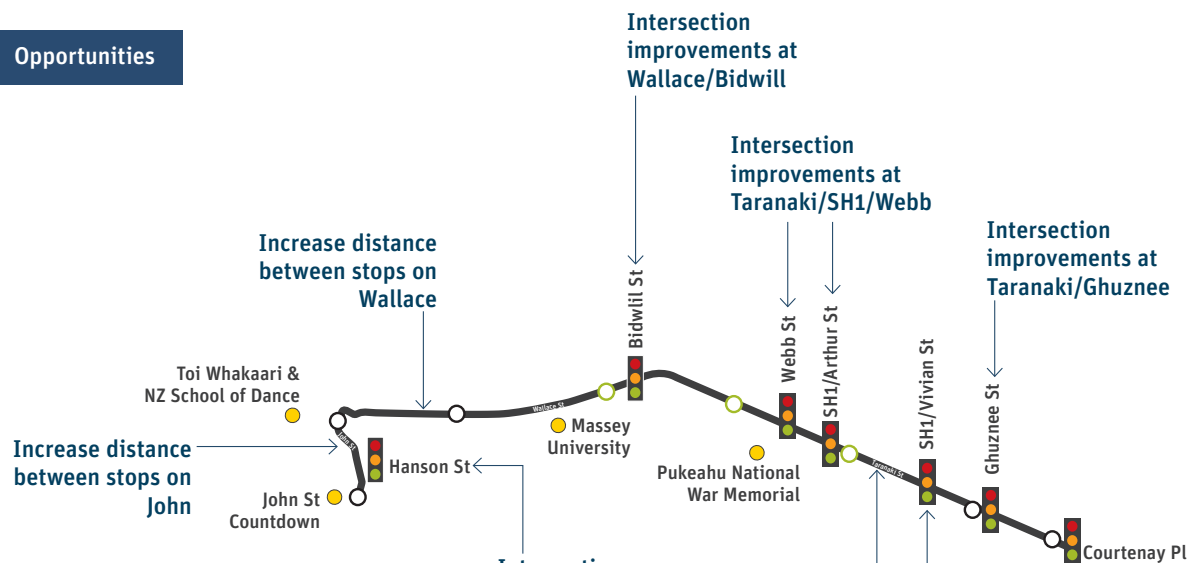


Health benefits



Opportunities to accommodate cycling infrastructure and streetscape improvements

## Opportunities



### EARLY WORKS OPPORTUNITIES

- Timing changes at traffic lights
- Bus phase/queue jumps at traffic lights
- Bus stop rationalisation
- Bus stop layout improvements, e.g. lengthening bus boxes, adding entry and exit tapers
- Implementing in-line bus stops
- Changing hours of operation of existing clearways/bus lanes

### LONGER TERM OPPORTUNITIES

- Extensive provision of bus lanes throughout corridor to address mid-block congestion
- Provision of cycleways to provide for safe cycling
- Major intersection improvements if required to reduce delays

Signalised intersection  
 Bus stop  
 Improve bus stop

# Kilbirnie to Newtown

**Kilbirnie to Newtown is a 2km-long transport corridor that connects Kilbirnie to Newtown.**

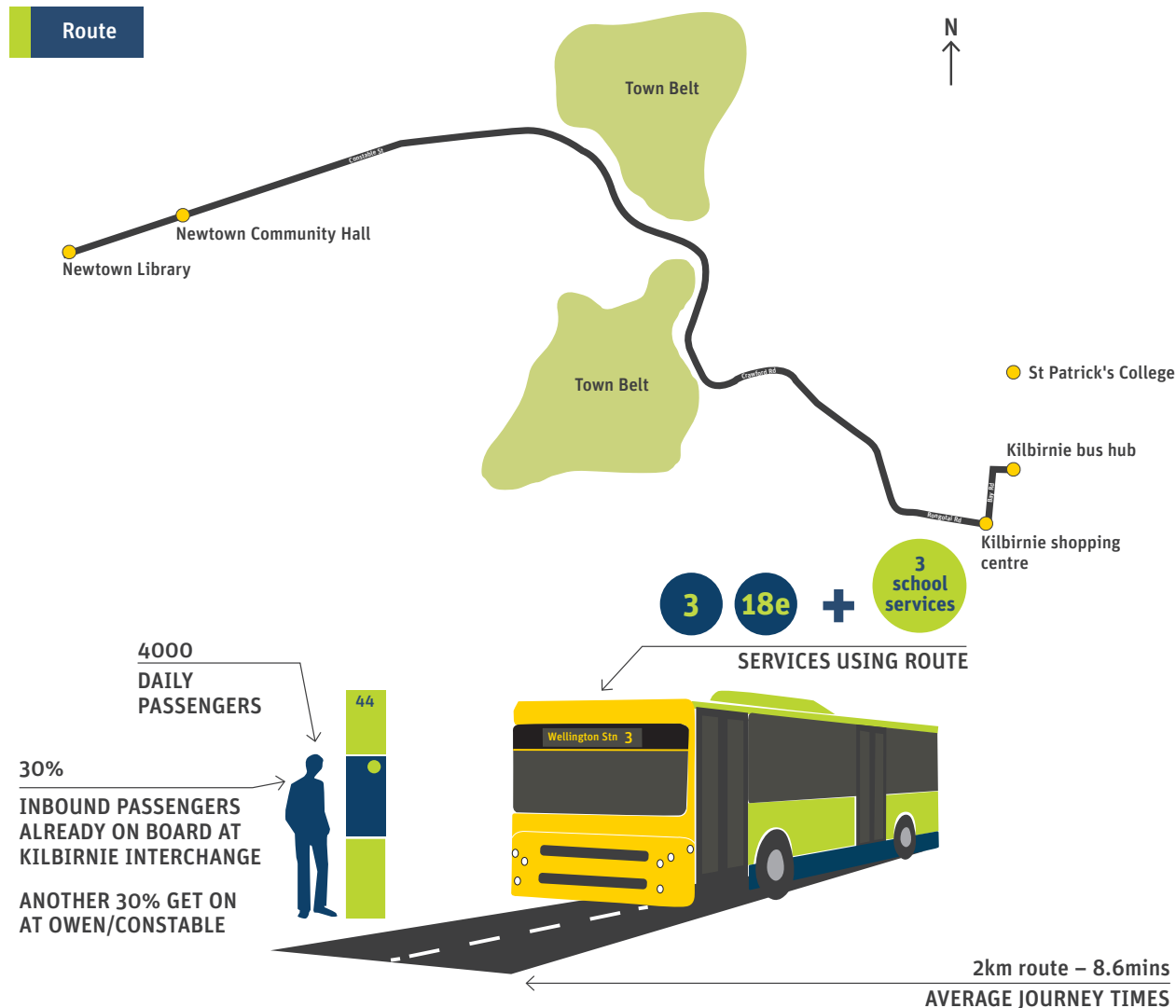
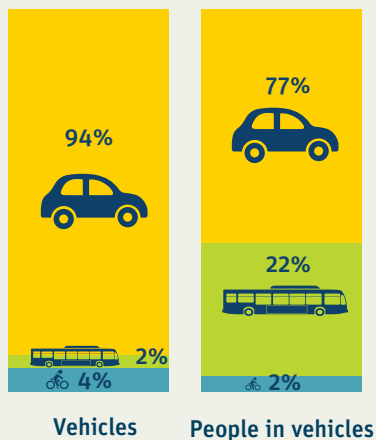
There are two public bus services operating on this corridor and three school services.

There are several significant destinations along this route including Kilbirnie shopping centre, Newtown Library, Newtown Community Hall and several recreation clubs including the Wellington and Kilbirnie tennis clubs.

The land uses along the corridor are mainly residential, open space and suburban shopping.

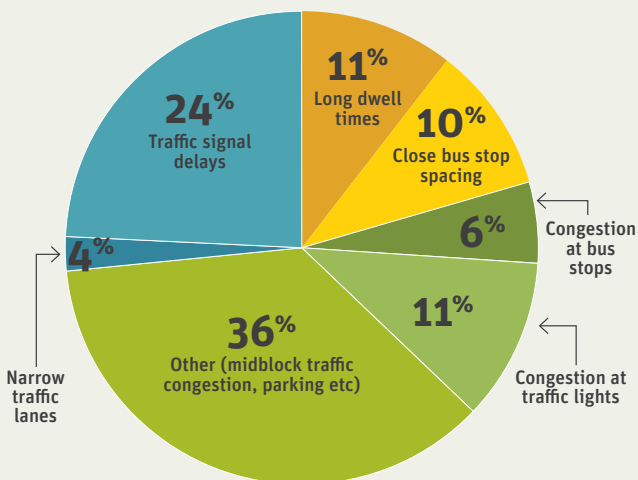
There are uphill provisions for cyclists on Crawford Road and the top sections of Constable Street.

**Corridor traffic by mode of transport (inbound 8am-9am)**

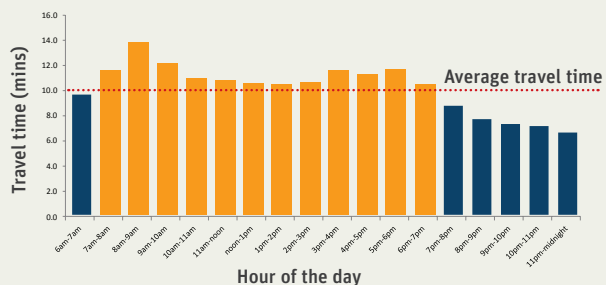


# Kilbirnie issues (inbound)

This corridor has inbound issues related to mid-block traffic congestion, traffic signal delays, long dwell times at bus stops and close bus stop spacing.

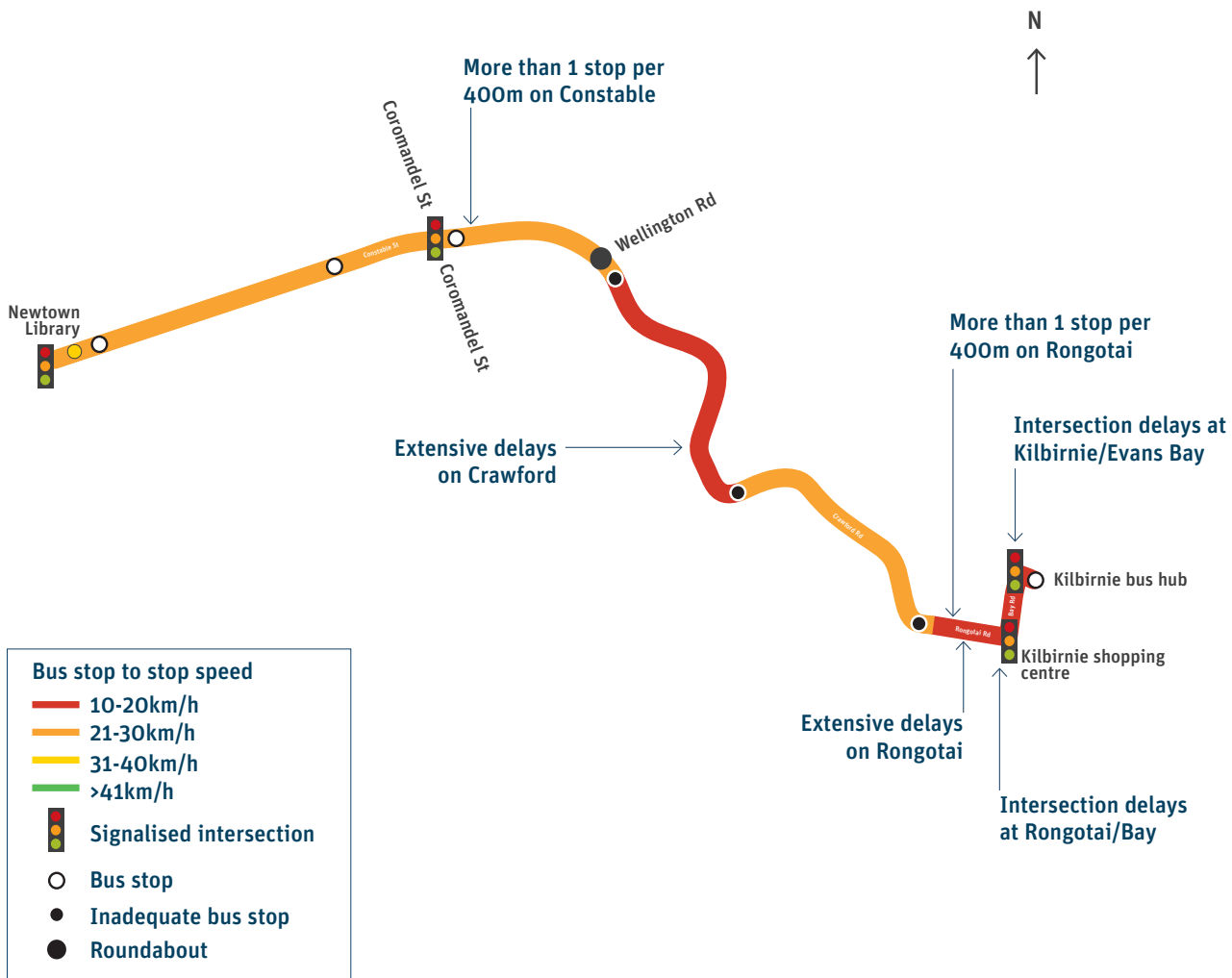


Sources of delay



Inbound journey times

## 8am-9am inbound journeys



**Bus stop to stop speed**

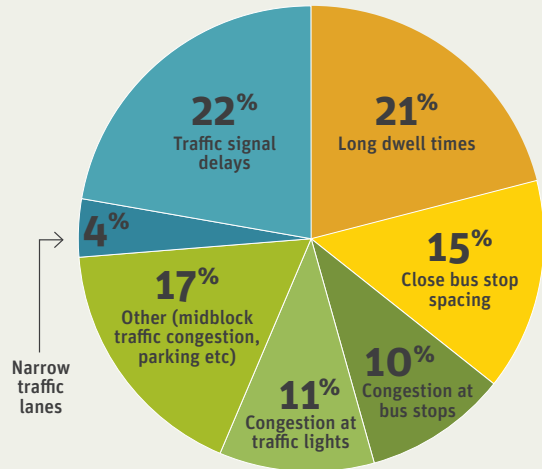
- 10-20km/h
- 21-30km/h
- 31-40km/h
- >41km/h

**Signalised intersection**

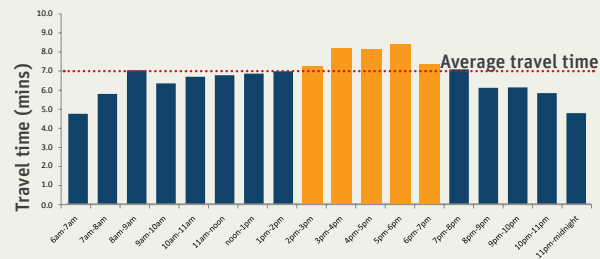
- Bus stop
- Inadequate bus stop
- Roundabout

# Kilbirnie issues (outbound)

This corridor has outbound issues related to traffic signal delays, long dwell times at bus stops and mid-block traffic congestion.

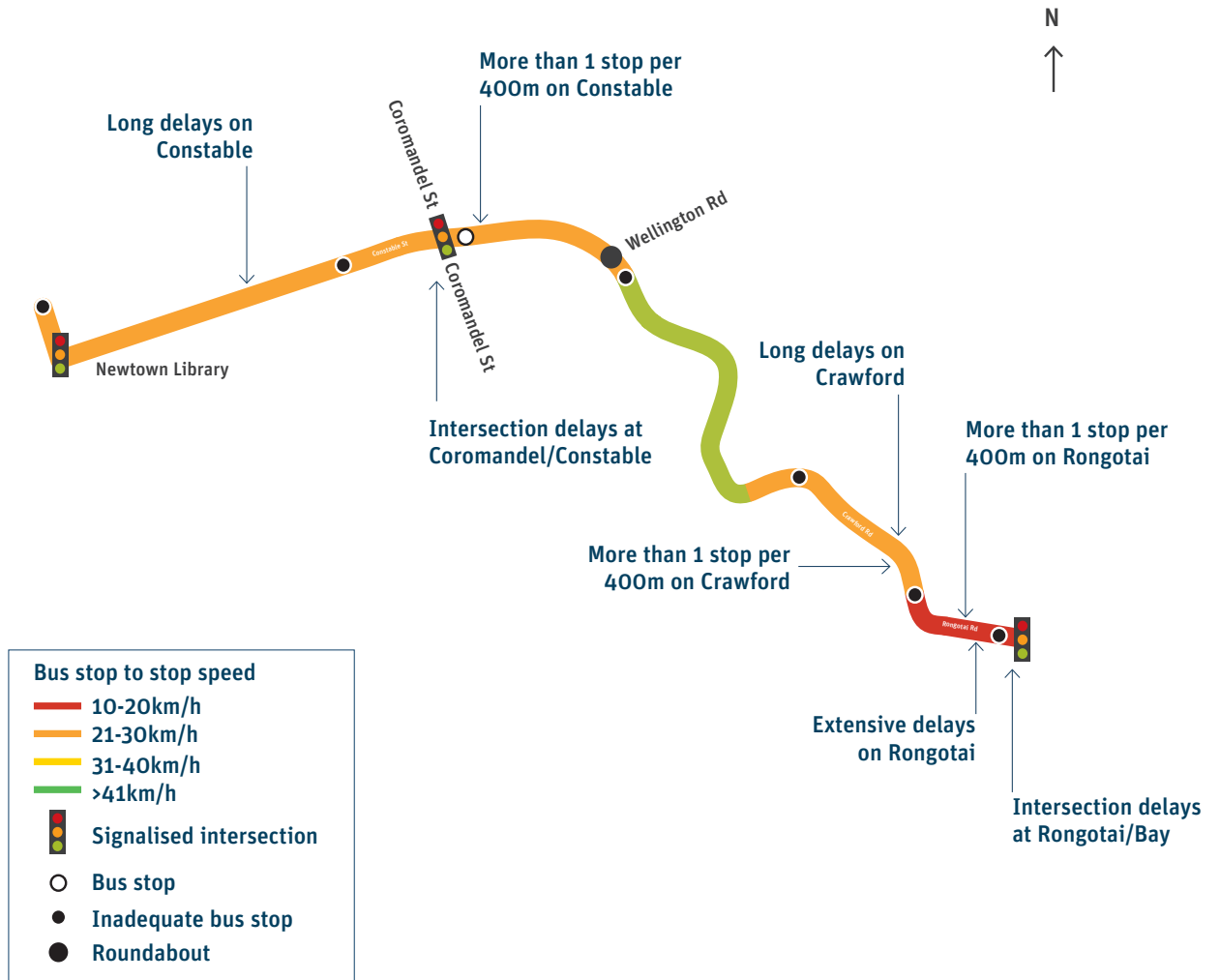


Sources of delay



Hour of the day  
Outbound journey times

## 5pm-6pm outbound Journeys





# Kilbirnie opportunities

There are opportunities on this corridor to prioritise bus journeys by making improvements to intersections, bus stop design and spacing, as well as introducing bus lanes to address the delays caused by mid-block traffic congestion.

As we develop proposals for this corridor, we will look to establish appropriate provisions for people on bikes.

## Benefits on offer



Improvements to journey times and reliability



Reduced congestion

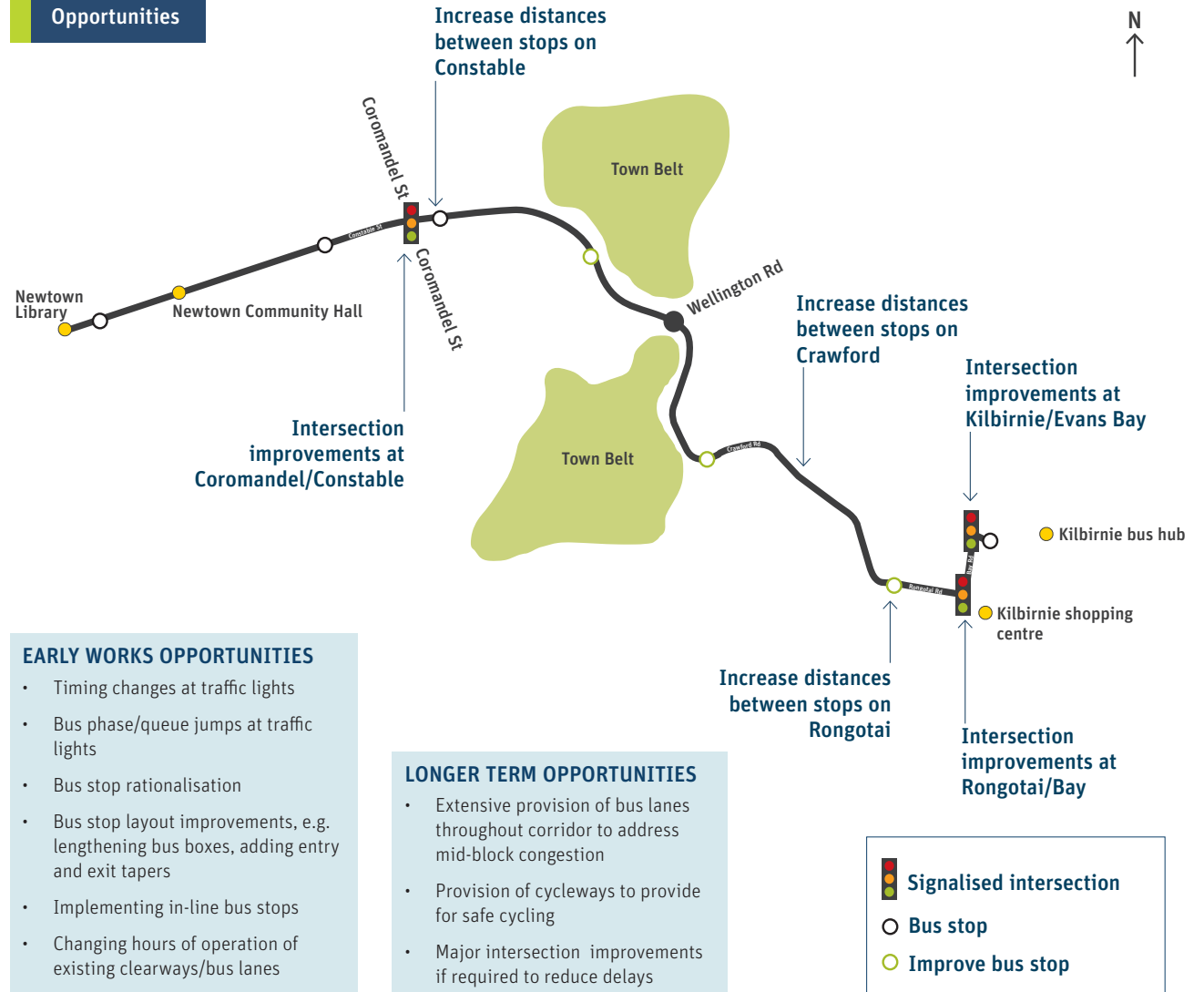


Health benefits



Opportunities to accommodate cycling infrastructure and streetscape improvements

## Opportunities



# Kelburn to city

**Kelburn to city is a 2km-long transport corridor that connects Kelburn to the central city.**

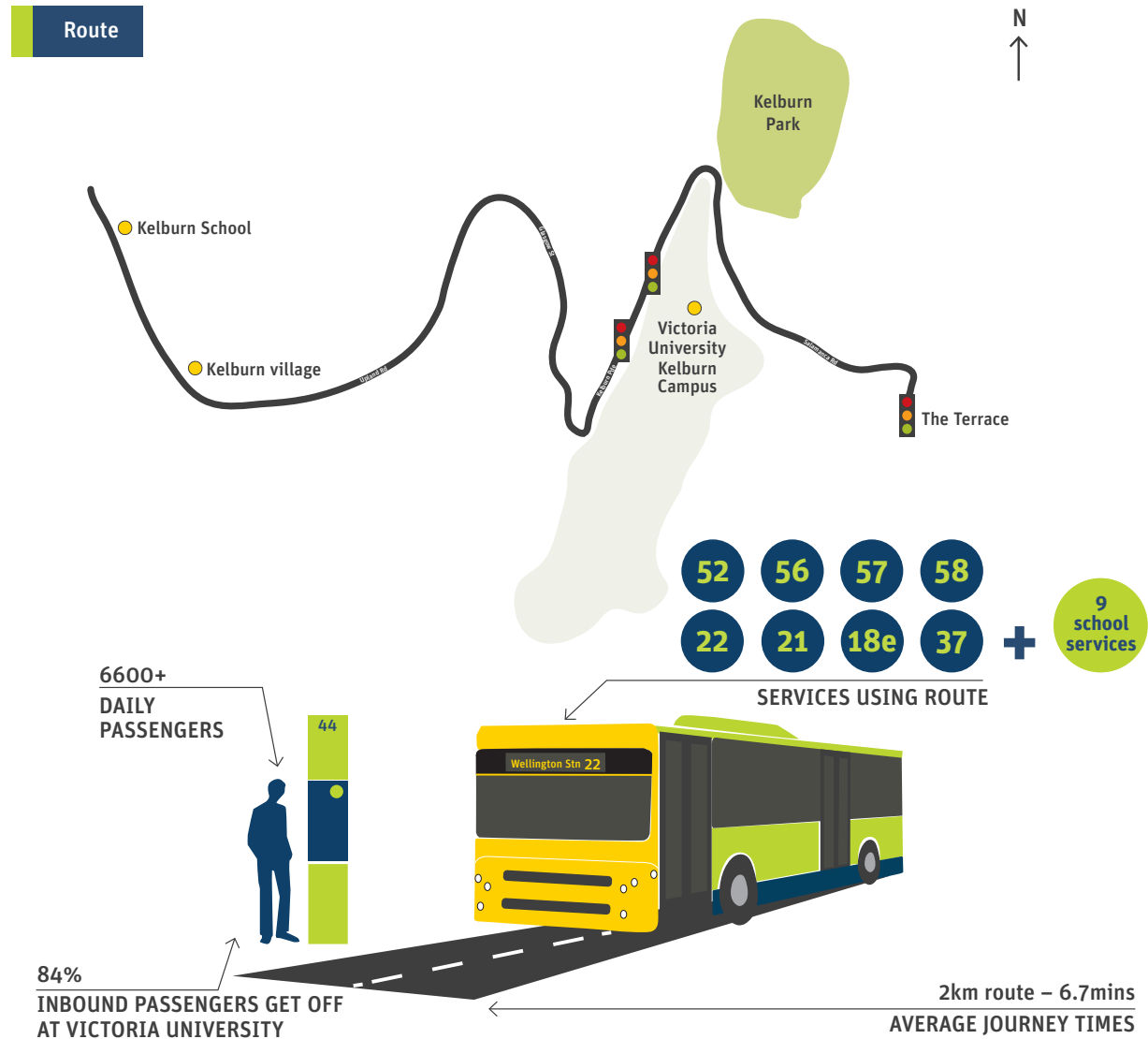
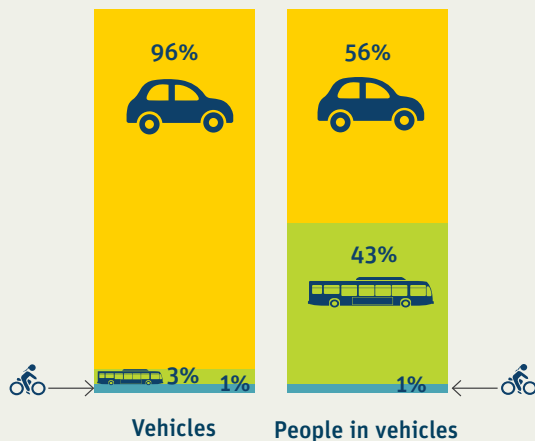
There are eight public bus services operating on this corridor and nine school services.

There are several significant destinations along this route including Victoria University of Wellington, Kelburn village and Kelburn Park.

The land uses along the corridor are mainly residential and institutional, with some open space and suburban shopping. The corridor passes through Victoria University campus.

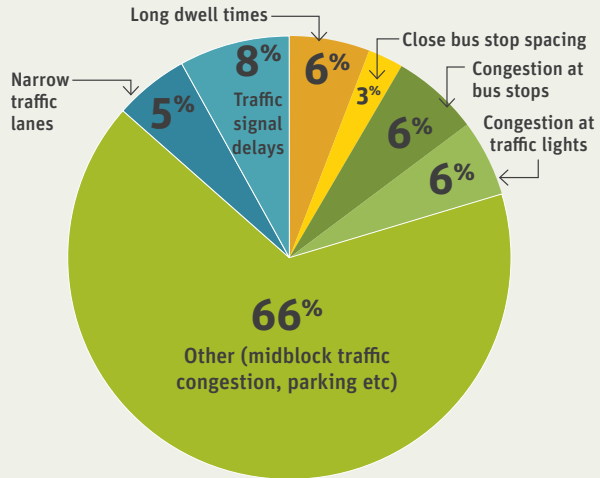
There are currently no provisions for people on bikes on this route.

Corridor traffic by mode of transport (inbound 8am-9am)

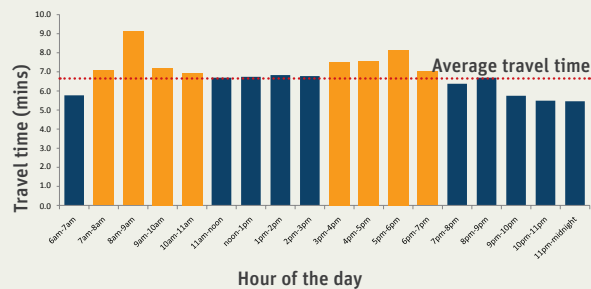


# Kelburn issues (inbound)

This corridor has inbound issues related to mid-block traffic congestion and traffic signal delays.

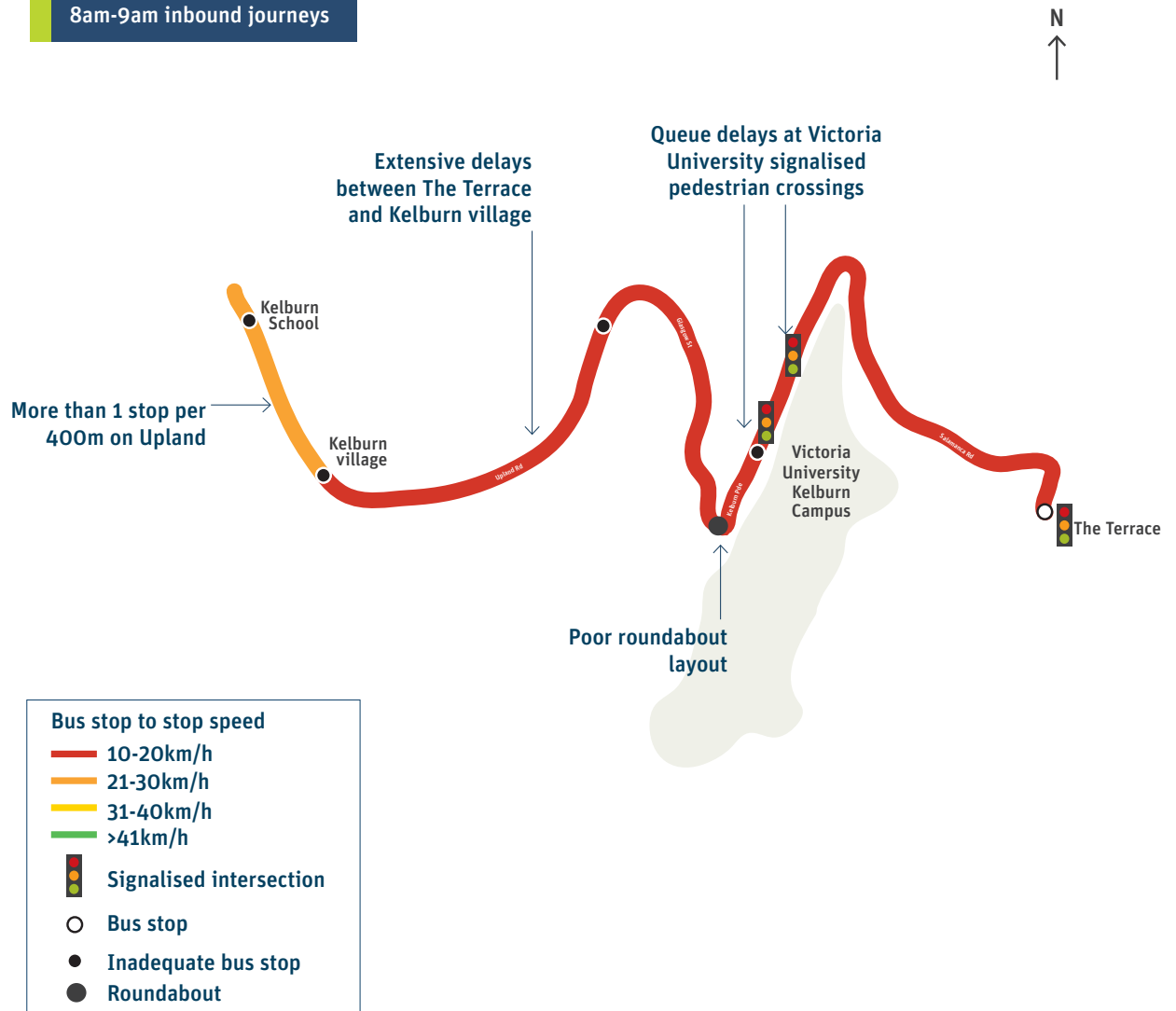


Sources of delay



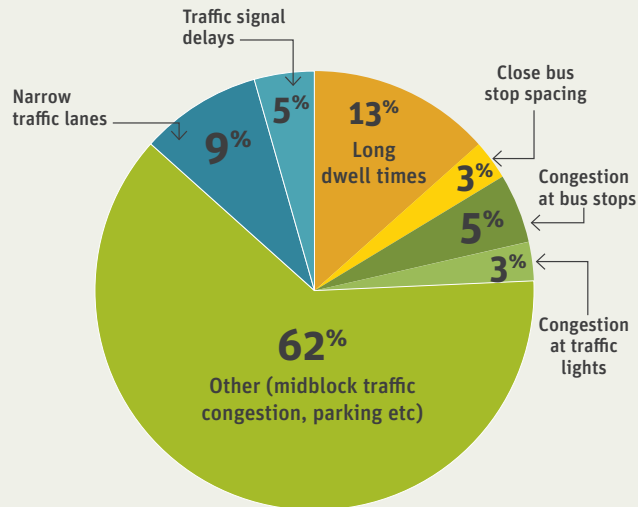
Inbound journey times

## 8am-9am inbound journeys

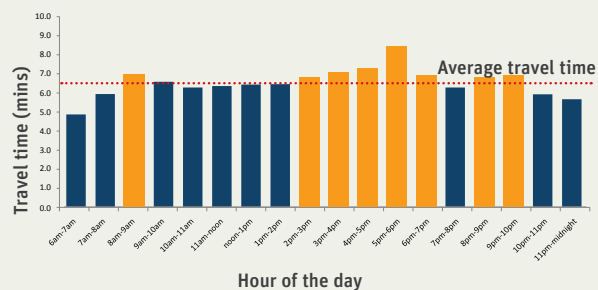


# Kelburn issues (outbound)

This corridor has outbound issues related to mid-block traffic congestion, long dwell times and narrow traffic lanes.



Sources of delay



Outbound journey times

## 5pm-6pm outbound journeys



**DRAFT**

# Kelburn opportunities

There are opportunities on this corridor to prioritise bus journeys by making improvements to intersections, bus stop design and spacing; as well as introducing bus lanes to address the delays caused by mid-block traffic congestion.

As we develop proposals for this corridor, we will look to establish appropriate provisions for people on bikes.

## Benefits on offer



Improvements to journey times and reliability



Reduced congestion

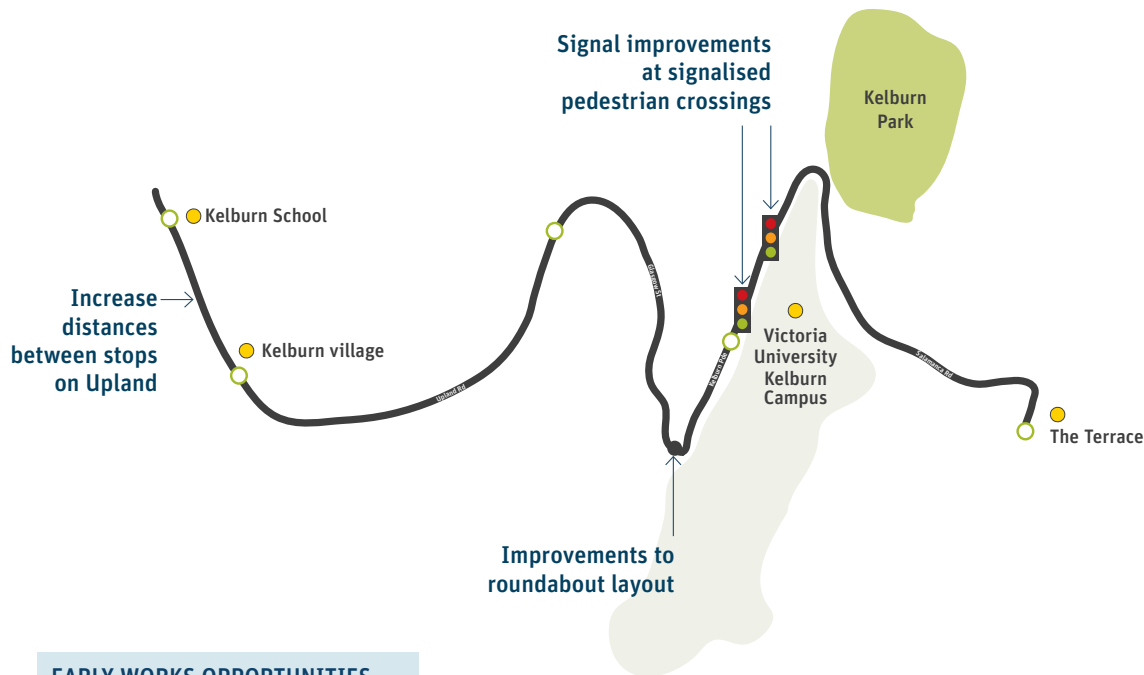


Health benefits



Opportunities to accommodate cycling infrastructure and streetscape improvements

## Opportunities



### EARLY WORKS OPPORTUNITIES

- Timing changes at traffic lights
- Bus phase/queue jumps at traffic lights
- Bus stop rationalisation
- Bus stop layout improvements, e.g. lengthening bus boxes, adding entry and exit tapers
- Implementing in-line bus stops
- Minor roundabout improvements

### LONGER TERM OPPORTUNITIES

- Extensive provision of bus lanes throughout corridor to address mid-block congestion
- Provision of cycleways to provide for safe cycling
- Major intersection improvements if required to reduce delays
- Major roundabout improvements

**Signalised intersection**  
**Bus stop**  
**Improve bus stop**

# Brooklyn to city

**Brooklyn to city is a 3km-long transport corridor that connects Brooklyn to the central city.**

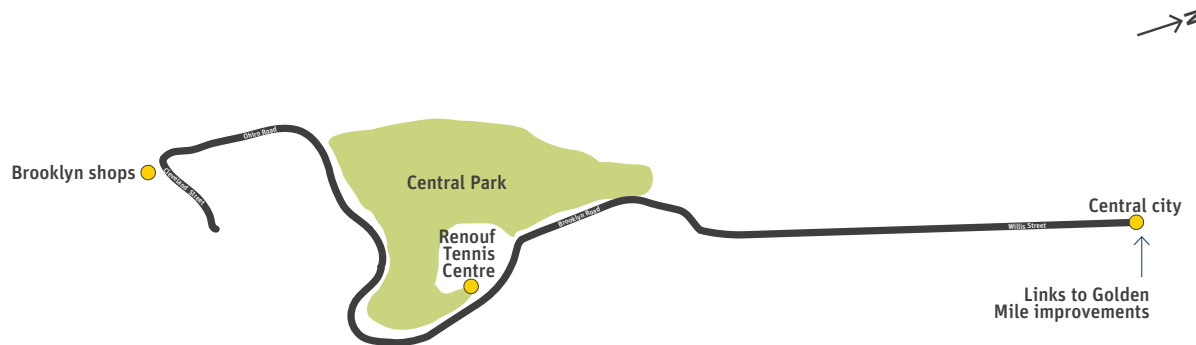
There are three public bus services operating on this corridor and one school service.

There are several significant destinations along this route including Brooklyn shops, Renouf Tennis Centre and Central Park.

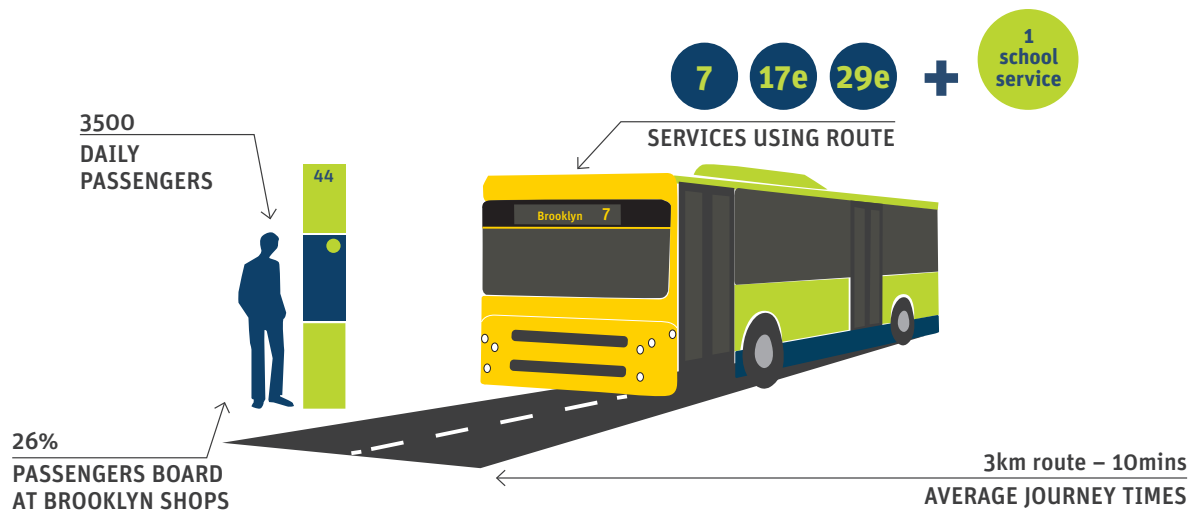
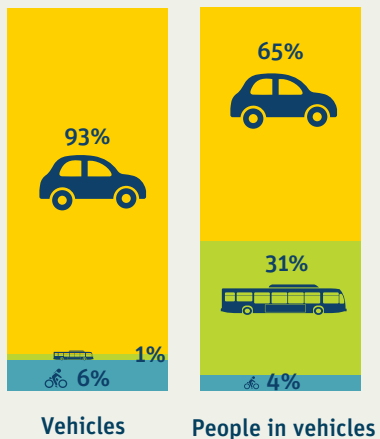
The land uses along the corridor are a mixture of central city, open space, residential, and suburban shopping.

There are currently no provisions for people on bikes on this corridor.

## Route

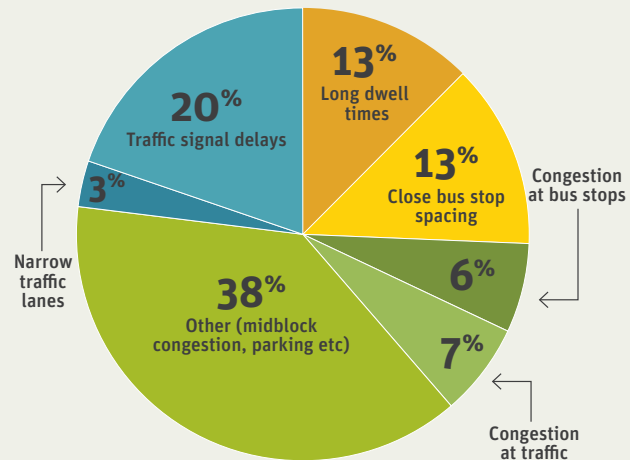


Corridor traffic by mode of transport (inbound 8am-9am)

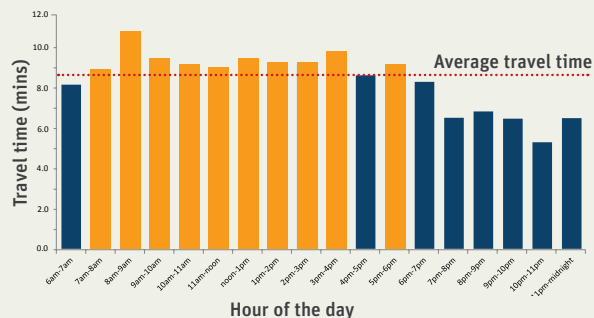


# Brooklyn issues (inbound)

This corridor has inbound issues related to mid-block congestion, traffic signal delays, long dwell times at bus stops and bus stop spacing.

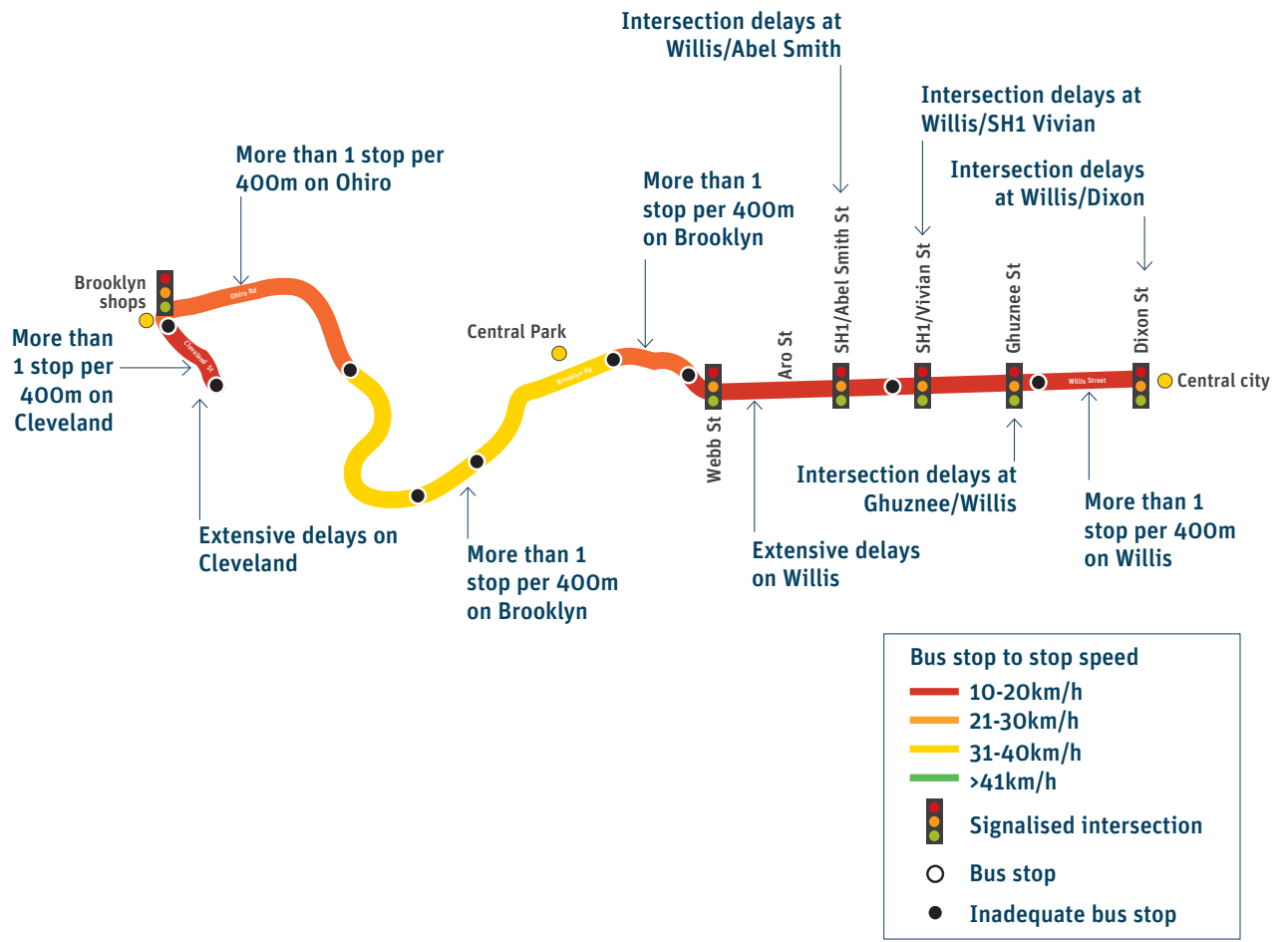


Sources of delay



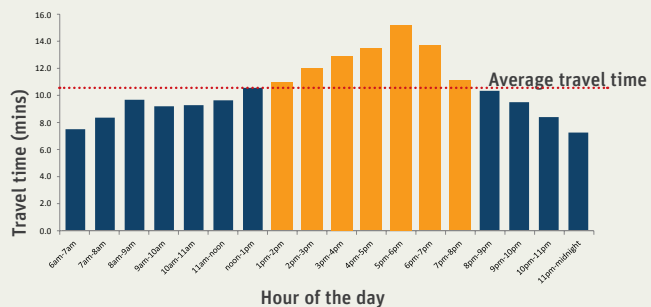
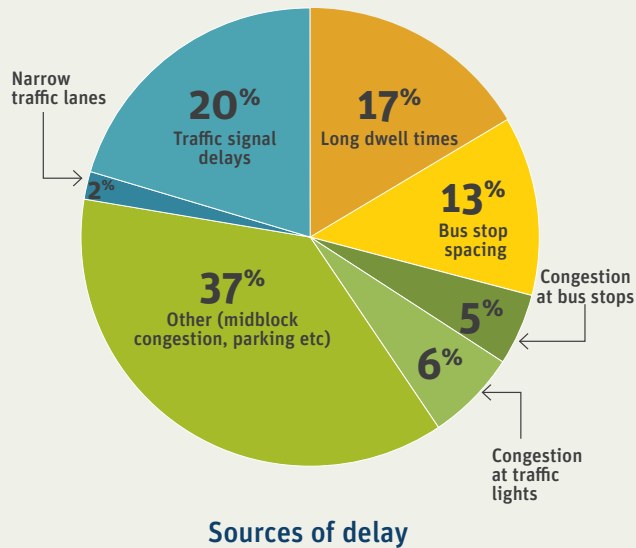
Inbound journey times

## 8am-9am inbound journeys



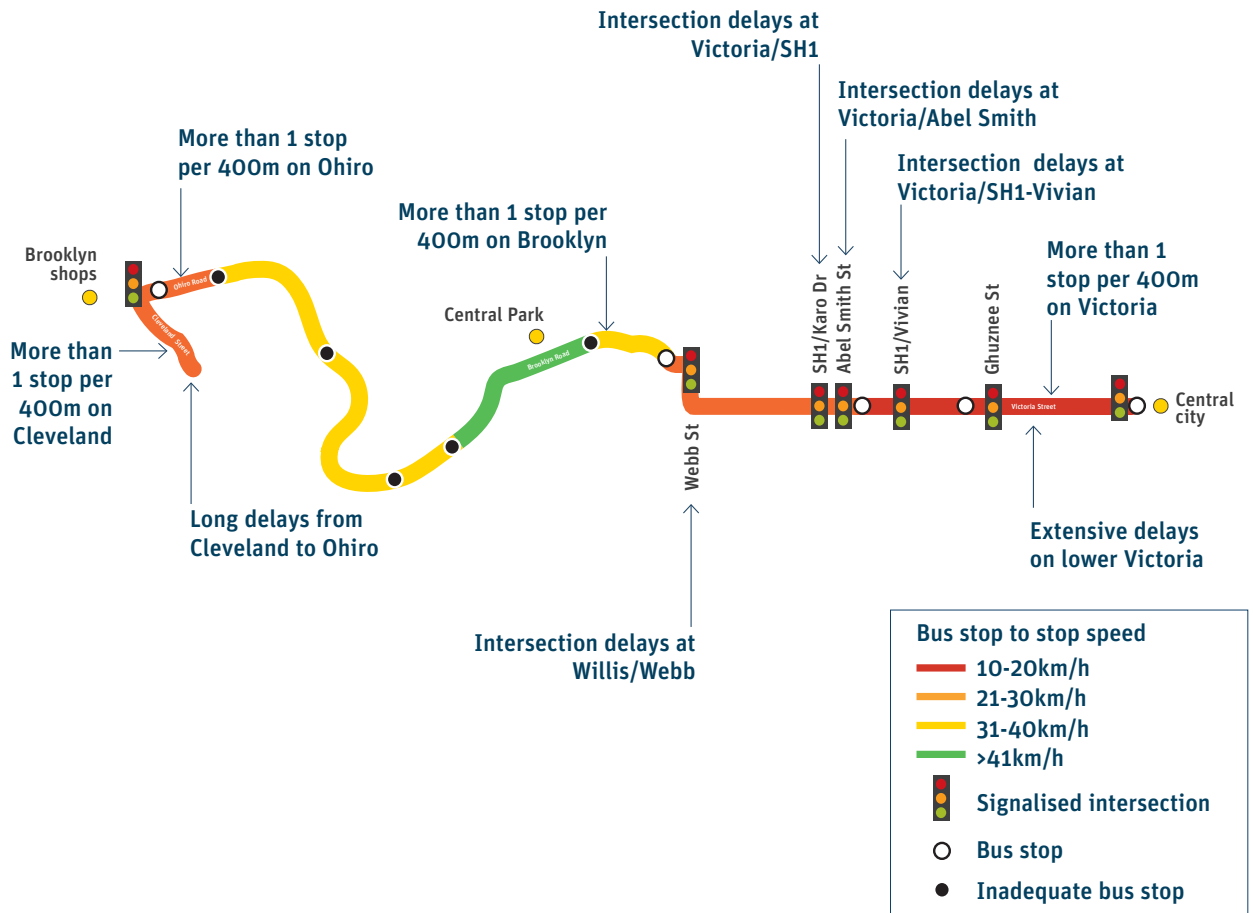
# Brooklyn issues (outbound)

This corridor has outbound issues related to mid-block congestion, traffic signal delays and long dwell times.



Inbound journey times

## 5pm-6pm outbound journeys







# Brooklyn opportunities

There are opportunities on this corridor to prioritise bus journeys by making improvements to signalised intersections, bus stop design and spacing; as well as introducing bus lanes to address the delays caused by mid-block traffic congestion.

As we develop proposals for this corridor, we will look to establish appropriate provisions for people on bikes.

## Benefits on offer



Improvements to journey times and reliability



Reduced congestion

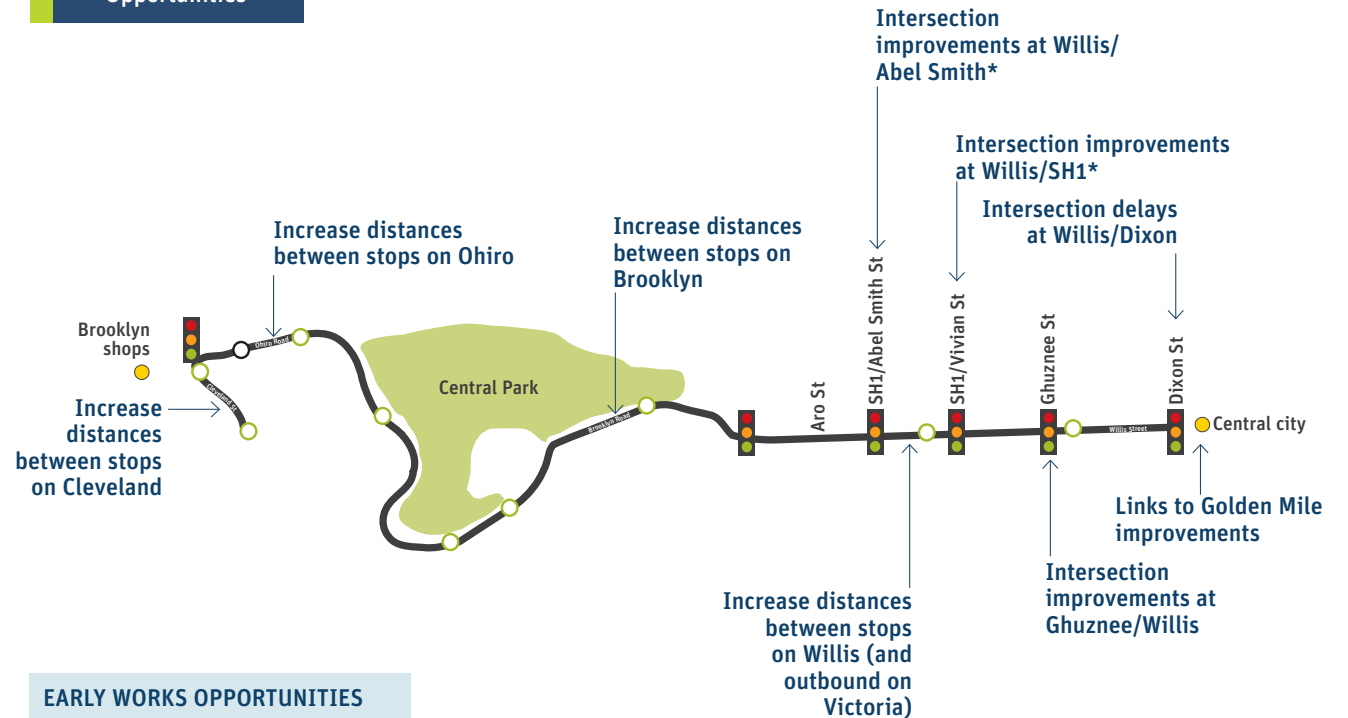


Health benefits



Opportunities to accommodate cycling infrastructure and streetscape improvements

## Opportunities



### EARLY WORKS OPPORTUNITIES

- Timing changes at traffic lights
- Bus phase/queue jumps at traffic lights
- Bus stop rationalisation
- Bus stop layout improvements, such as lengthening bus boxes, adding entry and exit tapers
- Implementing in-line bus stops
- Changing hours of operation of existing clearways/bus lanes

### LONGER TERM OPPORTUNITIES

- Extensive provision of bus lanes throughout corridor to address mid-block congestion
- Provision of cycleways to provide for safe cycling
- Major intersection improvements if required to reduce delays

Signalised intersection  
 Bus stop  
 Improve bus stop

\*Intersection delays also present for outbound journeys at Victoria/Abel Smith and Victoria/SH1

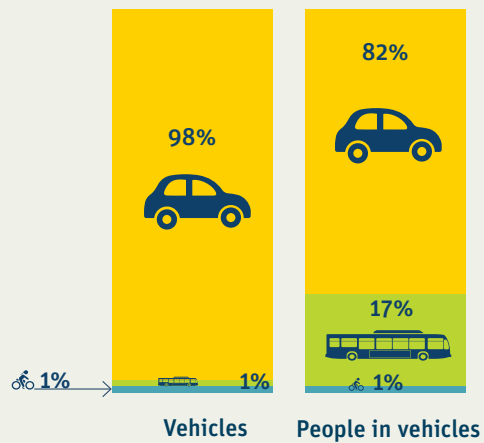
# Johnsonville to Ngauranga

Johnsonville to Ngauranga is a 3.6km-long transport corridor that connects Johnsonville to the central city via Hutt Road.

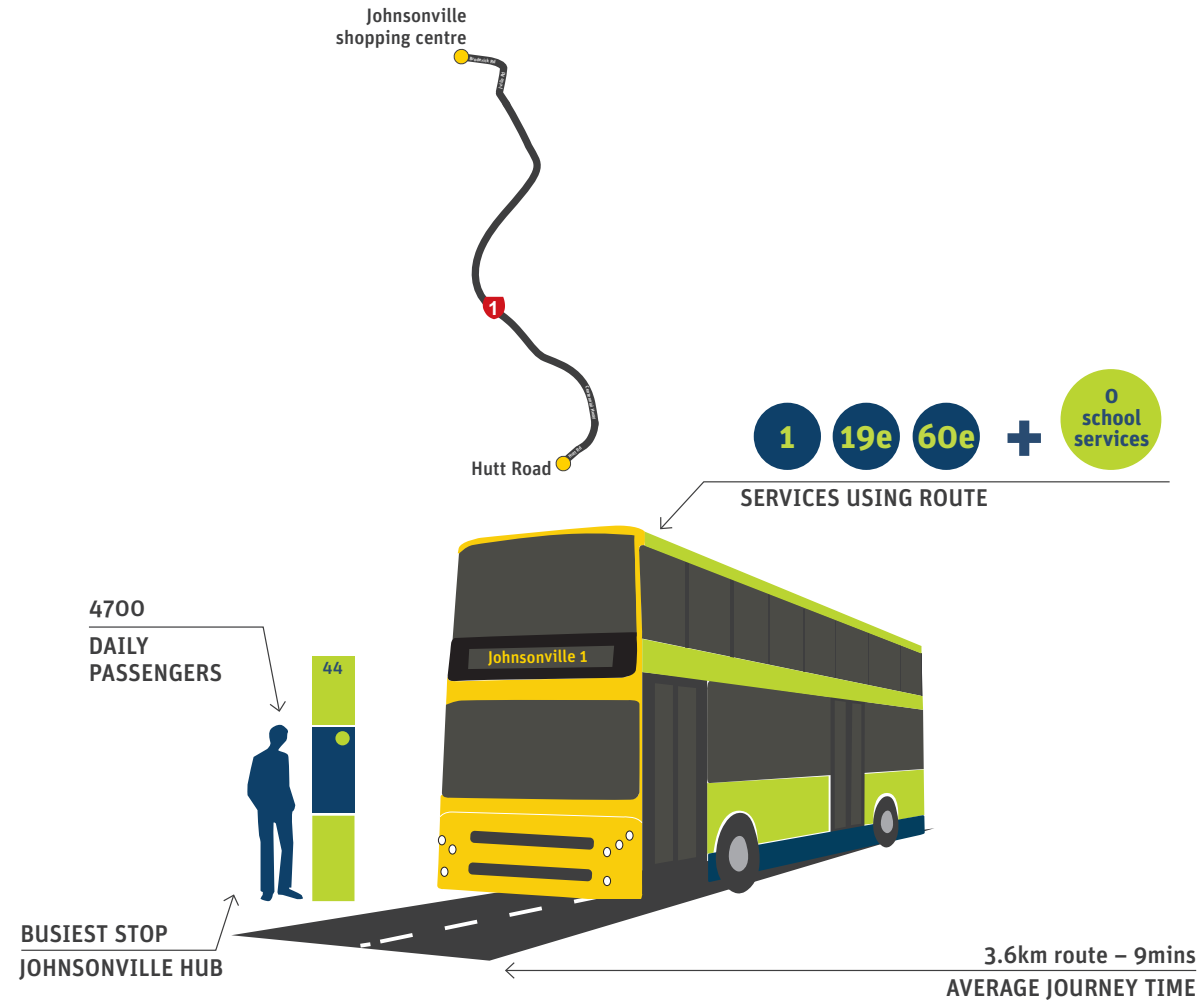
There are three public bus services operating on this corridor.

This corridor operates on SH1 and the land uses are mainly business, residential, suburban shopping centres and open space.

Corridor traffic by mode of transport (inbound 8am-9am)

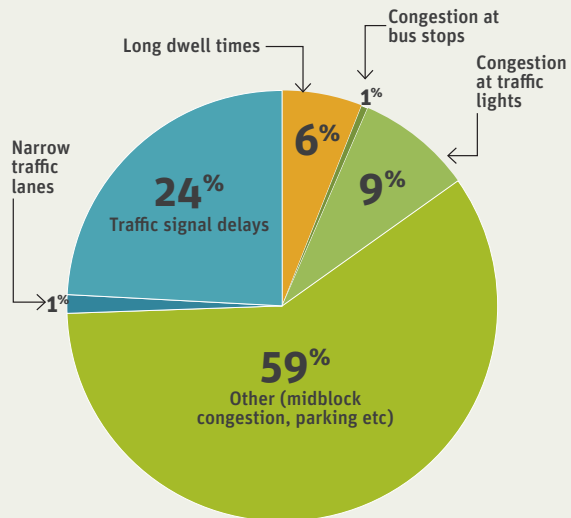


## Route

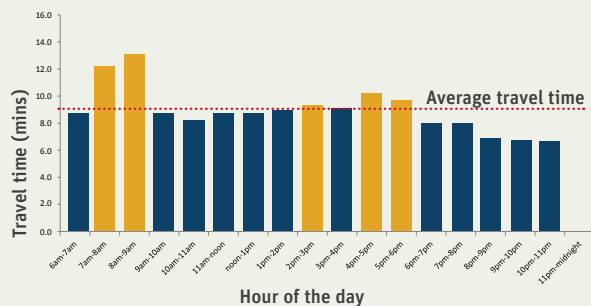


# Johnsonville issues (inbound)

This corridor has inbound issues related to mid-block congestion, traffic signal delays and congestion at traffic lights.

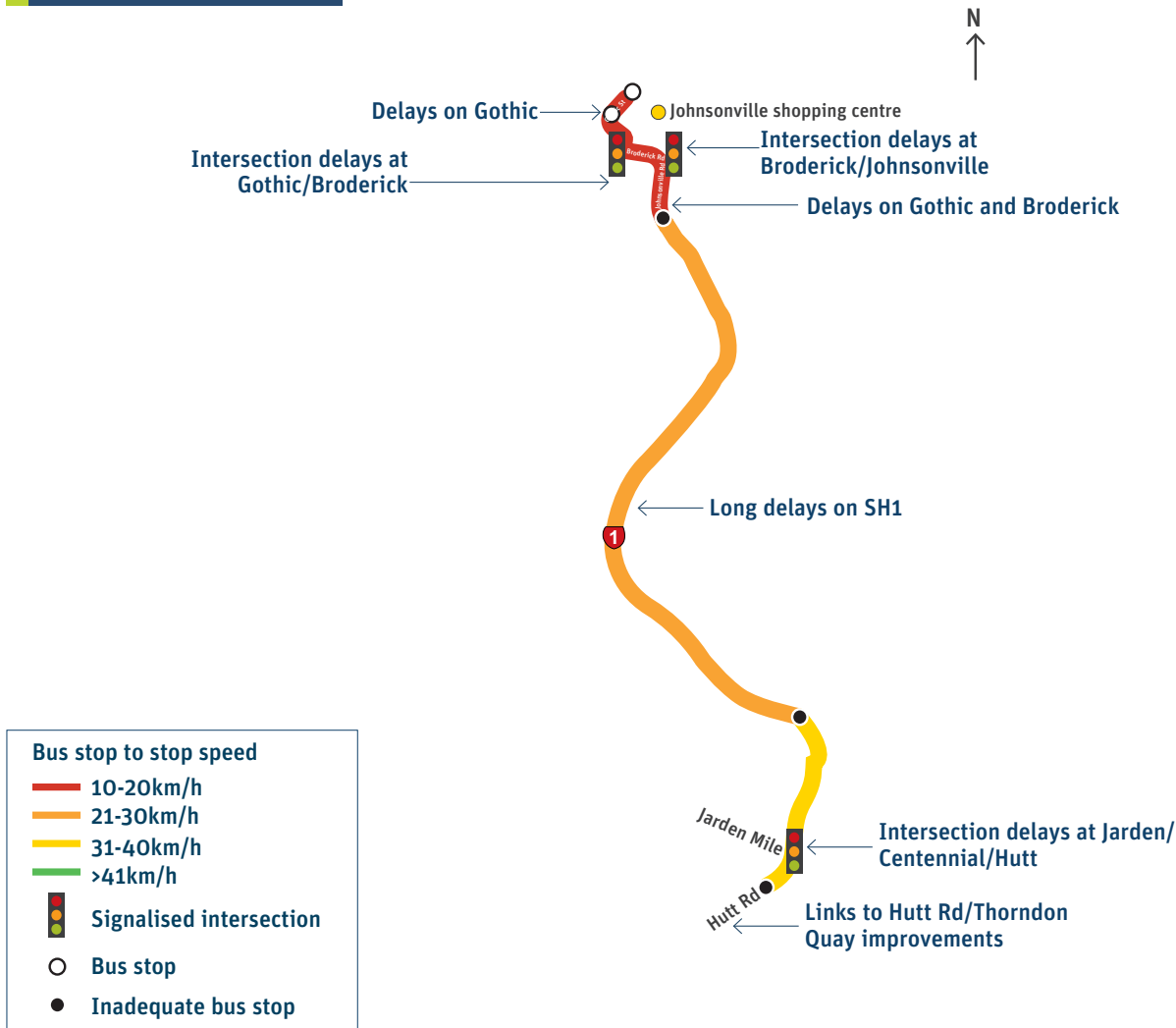


Sources of delay



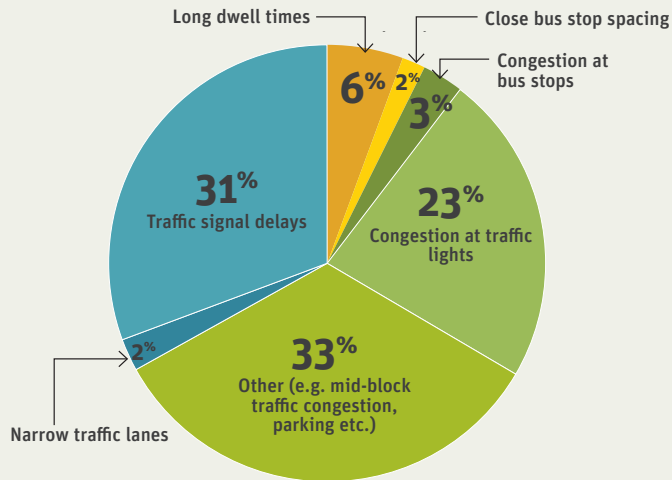
Inbound journey times

## 8am-9am inbound journeys

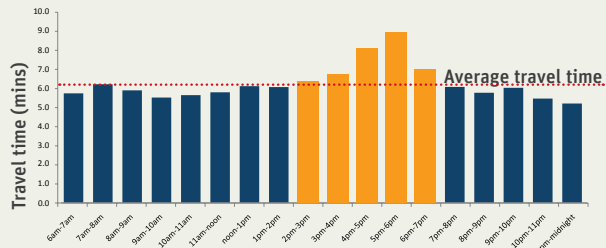


# Johnsonville issues (outbound)

This corridor has outbound issues related to general traffic congestion, traffic signal delays and congestion at traffic lights.

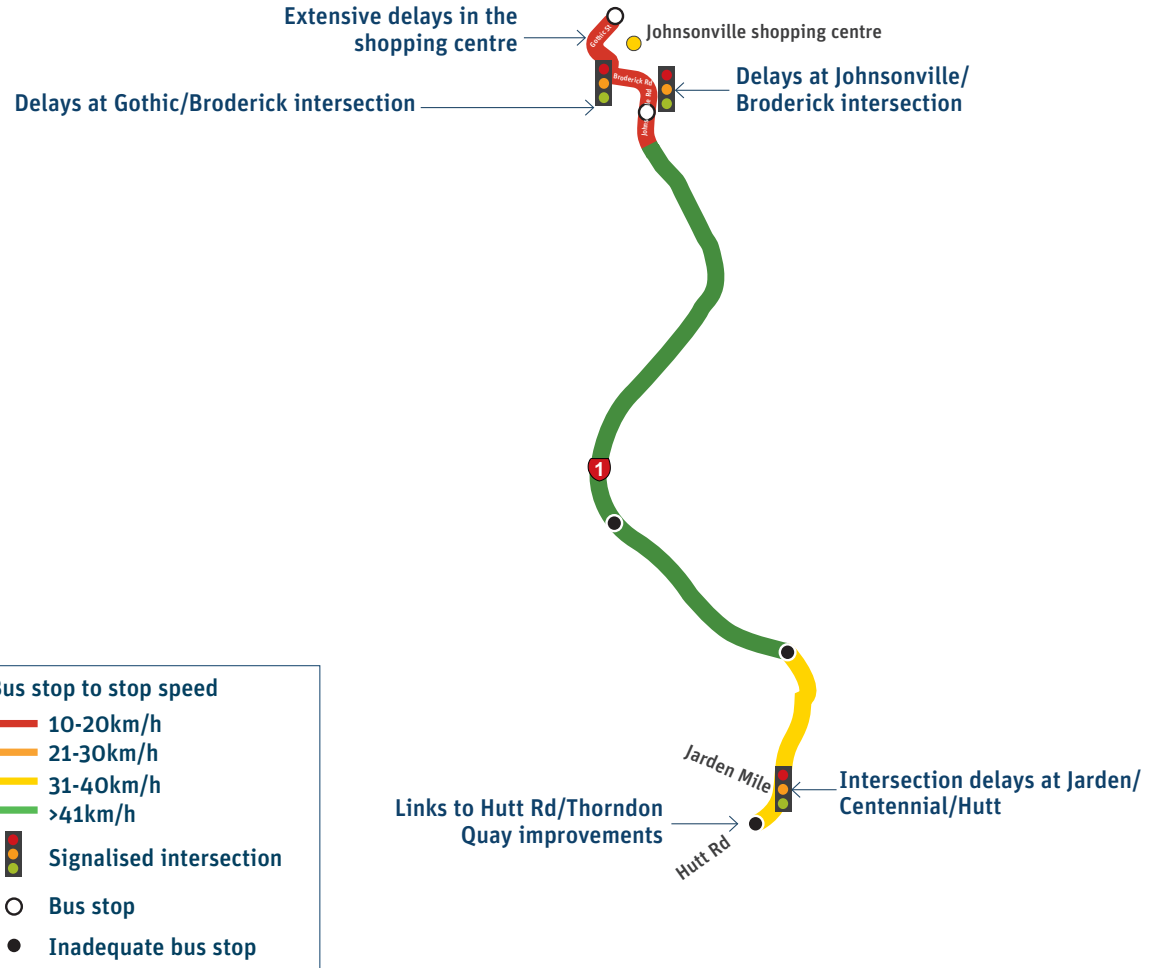


Sources of delay



Inbound journey times

## 5pm-6pm outbound journeys



# Johnsonville opportunities

There are opportunities on this corridor to prioritise bus journeys by making improvements to intersections, bus stop layout, as well as introducing bus lanes to address the delays caused by mid-block traffic congestion.

## Benefits on offer



Improvements to journey times and reliability



Reduced congestion



Health benefits



Opportunities to accommodate cycling infrastructure and streetscape improvements

## Opportunities

Intersection improvements at Gothic/Broderick



Intersection improvements at Johnsonville/Broderick

### EARLY WORKS OPPORTUNITIES

- Timing changes at traffic lights
- Bus phase/queue jumps at traffic lights
- Bus stop layout improvements, such as lengthening bus boxes, adding entry and exit tapers
- Implementing in-line bus stops

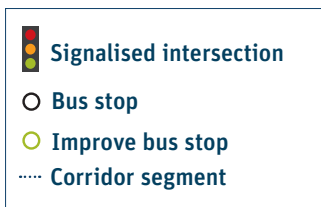
### LONGER TERM OPPORTUNITIES

- Extensive provision of bus lanes throughout corridor to address mid-block congestion
- Provision of cycleways to provide for safe cycling
- Major intersection improvements if required to reduce delays



Intersection improvements at Jarden/Centennial/Hutt

Links to Hutt Rd/Thorndon Quay improvements



# Corridor summary

Attachment 1 to Report 19.486

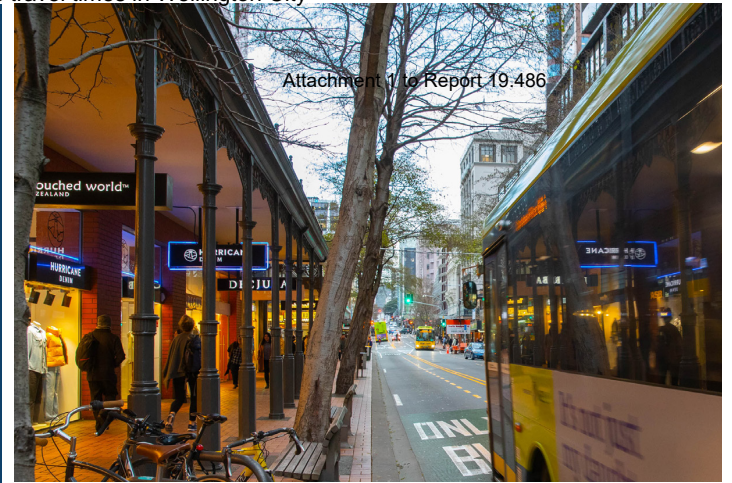
INBOUND	Newtown to city	Karori to city	Seatoun to city	Mt Cook to city	Kelburn to city	Kilbirnie to Newtown	Brooklyn to city	Ngauranga to J'ville
Daily passengers	5500	2700	2600	3500	2500	2000	1500	3700
Average speed (km/h)	13.1	22.6	19.3	12.5	19.7	14.0	15.3	24.5
Average travel time (mins)	11	17	27	10	7	9	10	9
Minimum travel time (mins)	7	12	22	6	5	5	7	7
Maximum travel time (mins)	15	30	35	15	9	11	14	13
Length (km)	2	6	9	2	2	2	3	4
Number of stops	8	21	30	8	5	7	10	4
Slowest weekday hour	4-5pm	8-9am	8-9am	4-5pm	8-9am	8-9am	8-9am	8-9am

OUTBOUND	Newtown to city	Karori to city	Seatoun to city	Mt Cook to city	Kelburn to city	Kilbirnie to Newtown	Brooklyn to city	Ngauranga to J'ville
Daily passengers	5300	3000	2800	3100	4200	2100	2000	4000
Average speed (km/h)	12.2	21.5	19.6	13.0	20.3	16.8	14.7	34.8
Average travel time (mins)	12	17	27	10	7	7	11	6
Minimum travel time (mins)	9	14	23	6	5	5	7	5
Maximum travel time (mins)	15	24	33	13	8	9	15	9
Length (km)	2	6	9	2	2	2	3	4
Number of stops	7	20	30	7	5	7	10	5
Slowest weekday hour	5-6pm	5-6pm	3-4pm / 5-6pm	5-6pm	5-6pm	5-6pm	5-6pm	5-6pm

Statistics are based on May 2019 data

Attachment 1 to Report 19:486

DRAFT





**Council**  
**12 December 2019**  
**Report 19.501**



**For Decision**

## **BUS NETWORK REVIEW FINDINGS – WELLINGTON CITY**

### **Te take mō te pūrongo**

#### **Purpose**

1. To report to Council the outcomes of the *Post Implementation Review – next steps programme* review of the bus network in Wellington City.
2. For Council to approve a series of change proposals to improve the Wellington bus network.

### **He tūtohu**

#### **Recommendations**

That the Council:

- 1 **Acknowledges** that some of the 2018 bus network changes have had a significant and adverse impact on many Metlink customers; notwithstanding the benefits for other customers.
- 2 **Agrees** that the changes proposed to the network design in this report can remove transfers and improve access to key destinations; improve network operation and reliability; meet specific community and customer needs; provide for current and future demand; and improve customer experience and engagement.
- 3 **Notes** that some changes proposed will require trade-offs such as reduced frequency for a direct service.
- 4 **Notes** that the actions have been developed taking into account the resources expected to be available over the next 3 years, such as bus drivers and vehicles.
- 5 **Notes** that funding required in the 2019/20 financial year to implement the identified short-term actions will be met from the public transport budget.
- 6 **Endorses** the recommendations from the review and the associated actions set out in [Attachment 1](#) to this report.
- 7 **Agrees** to budget for the funding necessary to implement the actions identified for future years as part of the Annual Plan/Long-term Plan development.
- 8 **Notes** that approval will be required from the NZ Transport Agency.
- 9 **Notes** that the medium and long term actions will be incorporated into the future work plan for public transport.



- 10 **Notes** that a number of bus operational issues will not be solved by network changes alone. Changes proposed in the draft Bus Priority Action Plan will help restore trust in bus transport, particularly amongst bus commuters, by helping to make routes more reliable.

## **Te tāhū kōrero**

### **Background**

#### ***Bus network changes***

3. In 2018 Greater Wellington implemented the largest range of changes to Wellington City bus services for many years. The changes were the culmination of years of engagement with residents and community representatives and technical work to review the bus network, as well as the development and implementation of new contractual arrangements in line with the Government's Public Transport Operating Model (PTOM).
4. A new interim Bus Ticketing Solution was introduced which saw the extension of the Snapper ticketing system to all Metlink bus services in the region. A series of fares initiatives were introduced that included the introduction of discount products for off-peak travel, tertiary students, and people with disabilities; the removal of transfer penalties; and the introduction of the Metlink MonthlyPlus ticket across the entire Metlink network.
5. Implementing PTOM resulted in a change to the mix of companies operating bus services in the region with a consequential need for those companies to scale up or down existing operations.
6. New supporting systems were developed to provide management tools in line with the new contractual requirements.
7. The implementation of changes started on 30 April 2018 in Wairarapa, followed by the Hutt Valley on 17 June and then Kapiti Coast, Porirua and Wellington on 15 July. While the changes caused some predictable disruption and customer reaction, in Wellington City other less predictable issues led to ongoing operational issues. The major change to bus routes and timetables occurred within Wellington City, with minor changes to timetables in other areas.
8. A number of changes have already been made to timetables and routes in Wellington City since the July 2018 changes, in response to customer feedback. These include the introduction of direct services between the city to Wellington Zoo and between the city and Vogeltown, all-day and weekend services on cross-town route 18e, and changes to timetables to improve reliability.

#### ***Post implementation review***

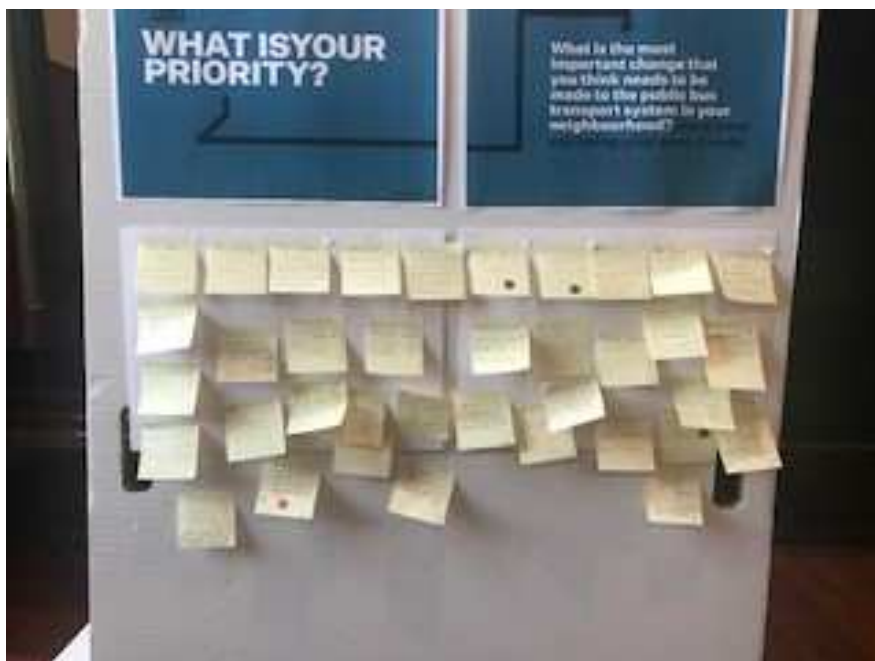
9. Greater Wellington and the NZ Transport Agency (the Agency) commissioned an independent review of actions leading up to, during and post the implementation of the changes. That review was published in December 2018 but was deliberately narrow in scope and excluded a review of the inherent design and philosophy of the new network. The intent was always to undertake that network review as part of a second stage review.

10. The Sustainable Transport Committee adopted terms of reference for the second stage review in March this year (Report 19.88). Progress with the review was regularly reported to the Committee throughout the year.
11. Progress to-date has been entirely focused on Wellington City, with the rest of the region to be reviewed in calendar 2020.

**Engagement process**

12. The terms of reference noted that while the intent was to complete the review as efficiently and quickly as possible, the overriding factor was to ensure that there was adequate opportunity to engage in a meaningful way.
13. A comprehensive engagement process was designed which collected over 1,700 customer and bus driver stories using focus groups, drop-in sessions and on-line surveys. This feedback has been one of the main sources of information used to develop the recommendations in the report. Other sources of information include performance metrics such as patronage.





14. Focus Groups were held to use as a baseline representation of feedback for each area (Eastern, Western, Southern and Northern suburbs, and the city centre) and to specifically ensure that we had feedback from customers with disabilities and travel disadvantaged communities.
15. Greater Wellington was supported by research company, Research First, to facilitate the focus groups and drop-ins. This engagement started with the Eastern suburbs in June 2019 with engagement in the other areas continuing through to mid-September.
16. The in-person engagement provided an opportunity for the participants to provide their views on pre-developed solutions to known problems, and for them to contribute their own ideas.
17. For those not able to attend the drop-ins, two online surveys (covering the Eastern suburbs and the whole of Wellington City) were developed to ensure the review could reach as many customers as possible.
18. A total of 873 people engaged in-person with a further 824 people making on-line submissions.
19. Highly valuable drop-in sessions were held with bus drivers at four depots:
  - Kilbirnie (NZ Bus)
  - Rongotai (Tranzurban)
  - Newlands (Mana Coach Services)
  - Grenada (Tranzurban)
20. There was also a session with Tramways Union representatives.

21. In addition to the in-person and online engagement, and bus driver and union representative meetings, Metlink performance data, customer complaints data, and insights from the October 2019 in-person engagement with 1,000 Wellington city bus customers was taken into account.

## **Te tātaritanga**

### **Analysis**

#### ***Overall assessment***

22. At a high level, having considered all of the customer feedback received, data on patronage and network performance, an overall assessment of the network indicates that:
- A number of network changes had a negative impact on many Metlink customers causing some to change their travel behaviour, including not using public transport or not making journeys that they would previously had made
  - Customers dislike having to transfer for trips previously made without a transfer and prioritise this preference over a higher frequency of service
  - Poor operational performance has and continues to contribute to negative customer experience
  - More capacity needs to be provided to meet growing current and future demand
  - New services have been popular
  - More people are choosing to make trips that involve transfers.

#### ***Benefits from the changes***

23. Many bus customers have experienced positive outcomes from the bus changes in Wellington City. Customers traveling through the south/north corridors have reported good levels of satisfaction, there has been positive feedback around savings made for Snapper users when transferring buses and increases to off-peak and weekend services have been well received. Benefits of the July 2018 changes and subsequent improvements included:
- Many more services – 45% more at weekends
  - More regular off-peak services in 26 suburbs
  - More services earlier in the morning and later into evenings
  - Free transfers making travel cheaper and easier
  - Fare concessions for students and disabled customers
  - Many brand new buses including double-deckers and electric vehicles
  - Bike racks on buses
  - Better facilities and protection from weather at key transfer points.

### ***Boardings and transfers***

24. Overall there has been a 4% growth in bus boardings in the region from 2017/18 to 2018/19, with 3.8% of that growth being within Wellington City where boardings have grown by 5%.
25. It is estimated from Snapper data for routes changed under the new network that up to 150,000 transfer boardings out of a total of 1 million transfer boardings (15%) are as a result of forced transfers under the new network design. The remaining 850,000 transfer boardings are essentially voluntary transfers. The increased number of voluntary transfers is to be expected given the universal availability of Snapper across all bus services, the provision of free transfers under the fare changes, and increase in high frequency routes and off-peak services.
26. The growth in patronage is not universal across the city.
27. Areas of strong patronage growth generally align with areas of expanded service coverage such as new evening and weekends services and/or more frequent daytime services. These include areas serviced by new connecting services such as Owhiro Bay (29% growth), Churton Park (13.3% growth) and Houghton Bay (5.9% growth) where the added frequency and service coverage benefits may overall have outweighed the issues with connecting between buses.
28. Areas of patronage reduction appear to align with areas that have had reduced direct access to the central city and/or were particularly impacted by poor service delivery, poor connections and/or capacity issues.

### ***Capacity***

29. The new bus network was not on its own expected to deliver significant patronage growth. The 2018 network changes were designed to be cost neutral involving a redistribution of resources to provide a more fair and equitable spread of service across the city. While the constraint of cost neutrality ensured good discipline from a financial perspective in many cases it has not delivered good social outcomes.
30. The new network was also designed to reduce bus congestion in the city, provide Golden Mile capacity for future growth, and increase access to high frequency (every 10 minute bus services) on core corridors. These changes meant reductions in frequency on the core parts of the network between Kilbirnie, Newtown and the city. Initial advice from MRCagney was that this type of network restructure may experience initial patronage reduction as customers adjust to the new network and then become a basis for medium to long term growth as the benefits of a simplified route structure and more regular services support ongoing growth.
31. Capacity at go live was therefore built around an expectation of no, or modest, patronage growth with an expectation that capacity would be added incrementally over the 10 year period of the new PTOM contracts in line with forecast demand from modelling done by Greater Wellington's Strategy team.
32. Capacity at go live was planned around an expectation of a new fleet of high capacity single deck and double deck buses being in place with a capacity for 75 passengers on single deck buses and 100 passengers on double deck buses. In practice, delays in completing contract negotiations with incumbent operators resulted in a significant part

of this fleet not being in place at go live and interim buses being used which provided less effective capacity than anticipated. Combined with higher than expected patronage demand at go live significant capacity issues were experienced.

33. These were further exacerbated by a gap between customer expectation for a seat at peak times, versus a desire to provide an efficient cost effective service at peak times that aimed to use up to 90% of the contracted seated and standing capacity of each peak bus. Maximising the number of customers on each bus is an important means of enabling the highly constrained Golden Mile to accommodate more customers on fewer buses and to reduce the number of highly inefficient (and unattractive to bus drivers) split shifts required by bus companies to operate morning and afternoon peak services.
34. So while added capacity was planned for, a combination of interim fleet, and a requirement for more customers to stand at busy peak times, lead to significant adverse customer experience compared with the former network where peak buses entering the city averaged loadings of around 39 passengers per bus on most corridors.

#### ***Issues with the network identified by customers***

35. A key focus of the review was to identify network design elements that did not meet community needs and therefore discouraged, rather than encouraged, use of the public transport bus network.
36. While the feedback from people that participated in the engagement process tended to focus specifically on their own experiences of the bus network, several themes dominated across all forms of engagement (focus groups, drop-in workshops and online feedback).

#### ***Forced transfers***

37. Forced transfers (where bus customers were required to transfer buses when previously they had a direct route) were unpopular, particularly for shorter trips. The negative customer experience was worsened by the poor operational delivery of connecting services. Transferring was seen to increase risks of delay and thereby create uncertainty. There were also concerns about safety, security and comfort.
38. The requirement to transfer resulted in a loss of direct services from some suburbs to the city and other key crosstown destinations, for example, Wellington Hospital.

#### ***Operational reliability and capacity***

39. Poor reliability and a lack of capacity on some services is also resulting in poor customer experiences. Customers have experienced buses that were often overcrowded due to cancellation of services, the wrong bus size being used, or simply a misalignment of the timetabled capacity and the demand. This lack of reliability resulted in buses frequently not stopping at scheduled stops to on-board customers.
40. Planned and unplanned cancellations due to bus driver shortages also contribute to capacity problems.
41. A number of the bus operational issues will not be solved by network changes alone. Changes proposed by the draft Bus Priority Action Plan will also help restore trust in bus transport amongst bus commuters. The draft Bus Priority Action Plan is a separate item on the agenda.

*Specific community and customer needs*

42. A large amount of feedback was received on aspects that were of significant concern to a small numbers of customers and localised to a particular section of a particular route.

*Detailed feedback reports*

43. Key themes from the Eastern suburbs engagement were presented to the Sustainable Transport Committee in September (Report 19.399) and the full summary report on the feedback was published on the Metlink website <https://www.metlink.org.nz/on-our-way/bus-network-review/>. Details of the engagement feedback and insights from the rest of Wellington City will also be available on the Metlink website at the same address together with the Bus Network Review Recommendations Report and associated Action Plan.

**Considerations**

44. The Bus Network Review recommendations have not been constrained by the previous design principles. The recommendations in this report will increase the number of buses and drivers required, the number of buses using the Golden Mile and operating costs. As noted earlier in the report, the recommended changes have been informed by customer feedback but also take into account performance metrics such as patronage and future opportunities to enhance the network.
45. The Bus Network Review has listened to all feedback received and has been committed to a co-design process. Public suggestions and support for network ideas socialised through the engagement have been used to inform and shape the recommendations.
46. However, there are some instances where customer generated ideas have not been incorporated in the network change recommendations as they:
- Were incompatible with practical network design constraints,
  - Were inconsistent with the majority of feedback received, or
  - Required a decision between opposing views.
47. Trade-offs in terms of greater public good and service efficiency have been prioritised over specific requests for service.
48. In general, the service design principles have focussed on favouring the majority of bus customers while making services as accessible as possible for the minority
49. The Action Plan mentioned above has been developed to implement the recommendations from the review. The Action Plan sets out a three year roadmap for developing Wellington City's bus network.
50. The plan is shaped by the resources (drivers, buses and funding) available to Metlink over the phasing period. In doing so, the plan establishes clear expectations for what can be delivered and considered in the short and medium to long-term. The phasing of the plan is outlined below.
51. It is recommended that actions only be implemented where there is a high degree of certainty that the changes made will be consistently and sustainably delivered. Based on the experience from the 2018 changes it is also recommended that Council deliver the changes over time and not try to implement too many actions concurrently.

### ***Short-term and interim improvements***

52. The first phase of actions are recommended improvements which can be implemented by June 2020 with the limited resources we currently have, subject to funding approval by Council and confirmation that the changes can be implemented with minimal requirements for extra bus drivers and buses. In addition, they must be achievable within the existing operator contracts. Some of the changes require trade-offs such as returning to a 60 minute off peak frequency in order to allow a direct route to key destinations.

### ***Medium and long term improvements***

53. The second phase of actions are recommended improvements which can be implemented by June 2022 with extra resources, subject to detailed design and cost evaluation, funding approval by Council from 2020/2021, availability of additional drivers and buses, community consultation and variation to operator contracts.

### ***Other considerations***

54. Recommended improvement that require investigation have also been identified. These opportunities are scheduled to be assessed from 2020, based on significant consideration of detailed design and cost evaluation, funding from 2021/2022, additional drivers and buses, community consultation, variations to operating contracts, Let's Get Wellington Moving (including bus priority) and changes to the Regional Public Transport Plan.

### ***Network review recommendations and actions***

55. **Attachment 1** to this report contains the recommendations from the review together with the actions identified to implement the recommendations. The recommendations are categorised and an indicative timing is provided for each action. Detailed descriptions for each recommendation are provided in the BNR report on the Metlink website.
56. The recommendations and their categorisation do not reflect delivery timeframes, nor do they denote any particular order of priority. The actions are phased (as outlined above) based on the feasibility of delivery with resources available. **Attachment 2** contains maps of the current network and a concept for the potential options for the future network based on the recommendations; some of the future concept routes require further analysis and assessment. An annotated map including removal of transfers is also included.

### ***What the recommendations and actions will achieve***

57. The proposed network design will reduce the need to transfer and improve access to key destinations; support improvements to network operation and reliability; meet specific community and customer needs; provide for current and future demand; and improve customer experience and engagement. More specifically:
- Frequent direct all-day links between Miramar and the central city
  - Direct all day links between Strathmore Park and Mairangi and the central city via the Golden Mile



- Local routes from Houghton Bay, Southgate, Owhiro Bay (via Southgate), Vogeltown (via Basin Reserve) and Kowhai Park to Wellington Station at all times to re-establish direct all-day links to the central city at a 60 minute frequency
- A frequent crosstown route between Karori and Kilbirnie via Victoria University Kelburn, Massey University and Wellington Hospital
- Improved reliability, capacity and journey time of peak and express buses from the Eastern suburbs and the central city, including additional early morning and shoulder peak services
- Improved connections at Brooklyn, Johnsonville, and between Miramar and the proposed crosstown route at Kilbirnie
- Direct links between Mt Victoria summit and the central city, but remove the low patronage section between Mt Victoria Summit and Kilbirnie
- A separate targeted campus connection services between Wellington Station and Victoria University Kelburn, and between Johnsonville and Victoria University Kelburn
- Additional peak, early morning and shoulder peak services between Mairangi and the central city via Glenmore Street
- School travel from Roseneath and Hataitai
- Improved connections between Wellington Airport and Metlink services at Hobart Street and Broadway
- Faster journeys between Grenada Village and the central city and additional capacity on Newlands Road
- Increased capacity for travel between Karori and the central city and between Kilbirnie and the central city on route 2, at all times including evenings and weekends
- Increased weekend and evening capacity on route 2
- Additional early morning and shoulder-peak capacity for Karori West and Karori South
- Additional capacity between Kilbirnie and Wellington Station via Evans Bay
- A frequent bus route between Newtown Park and Wellington Station maintaining frequent services along Wallace and Taranaki Streets
- Faster service to the central city and direct access between Eastern Suburbs and the Basin Reserve (for schools and other destinations along Lower Adelaide Road in particular)
- Reduce the length of route 24 while maintaining access through the central city
- A network proposal to service growth between Grenada Village and Woodridge
- Enhanced express bus services to the central city
- On-going assessment of shelter and safety measures and interchange locations

- Enhanced legibility and consistent route numbering as route changes are implemented
  - Identification of options to spread peak demand
  - More regular engagement with the community and bus drivers (and their unions).
58. While it is expected that the benefits outlined above will be well received by the majority of customers it should be recognised that some customers may will not like the changes, for example eliminating the need to transfer by changing the frequency from 30 minutes back to the 60 minute frequency provided before the 2018 changes.

## **Nga kōwhiringa**

### **Options**

#### ***Option One – Adopt recommendations and action plan [Preferred]***

59. Option 1 is recommended by officers. It requires adoption of the full suite of recommendations from the review and the actions set out in the action plan. Officers recommend this option as it provides a full package of measures to address known issues and provide for future growth. The package has been structured to ensure further investigation and consideration of the longer term actions is undertaken before any Council decisions committing to implementation are made. In adopting the full package Council, is recognising a potential future pathway for network development.
60. The advantages of Option 1 are that it will address current problems with the bus network in Wellington City and provide a pathway to future development. Option 1 will make using the bus network more attractive to existing and potential Metlink customers by removing some of the unpopular changes made in 2018. Importantly it signals to those individuals who participated in the engagement that their concerns have been heard and will be addressed over time.
61. By promoting bus patronage growth there should be reduced car journeys and therefore reductions in congestion and emissions.
62. The disadvantages of Option 1 are that it will require additional resources to deliver in the form of additional drivers, larger bus fleet and funding.

#### ***Option Two – No change***

63. Option 2 is not to adopt the recommendations from the review or the actions set out in the action plan.
64. Option 2 is not recommended for the reasons set out in paragraph 66 below.
65. The advantages of Option 2 is that no additional resources would be required. In addition is it would give Metlink the chance to focus on operational stability and implementing legislative meal break changes before focusing on anything else.
66. The disadvantages of Option 2 is that there would be no improvements to the network to meet clearly expressed customer concerns. In comparison to Option 1 there would be no incentive for patronage growth and hence no congestion or emission benefits.

**Option Three – Adopt some recommendations and actions**

67. Option 3 would be to select and adopt some recommendations from the review and some actions from the action plan.
68. Option 3 is not recommended for the reasons set out in paragraph 70 below.
69. The advantages of Option 3 are that it would allow the Council to limit the number of additional resources and the level of additional funding required.
70. The disadvantages of Option 3 is that the recommendations and actions were developed as a package of measures and many are inter-related and will need to be implemented in order to gain the benefits for customers.

**Ngā hua ahumoni**

**Financial implications**

71. This year Council is forecast to spend \$59m on contract payments for bus services in Wellington City.
72. The actions scheduled for this financial year have an estimated cost of \$0.08m, an increase of 0.8% of the forecast contract payments for the year. Actions planned for the 2020/21 and 2021/22 years have an estimated cost of \$1.34m and \$3.40m respectively, in current day dollars. Beyond 2021/22 the actions have an estimated ongoing cost of \$4.025 per annum but some may be superseded by other network changes. Longer-term considerations are less certain and will be costed as part of fuller investigations in the future.
73. If, as expected, there is patronage growth from the network changes, then the increased costs will be partially offset by additional fare revenue. Currently, the fare recovery rate for bus services as a portion of operating contract costs is 54%. We are estimating fare revenue to be between 25% and 50%. Of the remaining costs, the Agency would meet 51% under the standard FAR funding with the balance coming from rates.
74. The rates impact using the lower level of fare revenue is therefore estimated at:
  - a 2020/21 - \$500,000 or a 0.4% increase in rates
  - b 2021/22 - \$1,250,000 or a 0.9% increase in rates.
75. It is recommended that Council provide funding for estimated expenditure in future years as part of its Annual Plan/Long-term Plan budgets.
76. The action plan costings in this report are based on actual changes that will be implemented and reflect the amount that the base service fee for current contracts will be adjusted to implement these changes.

**Te huritao ki te huringa o te āhuarangi**

**Consideration of climate change**

77. The matters requiring decision in this report were considered by officers in accordance with the process set out in Greater Wellington's *Climate Change Consideration Guide*.

### ***Mitigation and adaptation assessments***

78. There is no need to conduct climate change assessments on these matters. Officers note that improving the bus network enhances the customer experience with public transport. Getting more people on public transport will lead to an overall reduction in greenhouse gases for the region.

### **Ngā tikanga whakataua Decision-making process**

79. The matters requiring decision in this report were considered by officers against the decision-making requirements of Part 6 of the Local Government Act 2002.

### **Te hiranga Significance**

80. Officers considered the significance (as defined by Part 6 of the Local Government Act 2002) of the matters, taking into account Council's *Significance and Engagement Policy* and *Decision-making Guidelines*. Officers recommend that the matters are of medium significance.
81. The decisions sought in this report will have an impact on bus users in Wellington City, and in particular, a large impact on those who will receive a benefit as a result of the proposed bus changes.

### ***Community views and preferences***

82. Officers have also considered the need to take account of the community's views and preferences in relation to this matter.
- Views and preferences have been made known to the Council due to the consultation on the bus network as set out above.

### **Te whakatūtakitaki Engagement**

83. In accordance with the *Significance and Engagement Policy*, officers determined that the appropriate level of engagement is 'consulting'. Further detail on consultation and engagement processes followed is set out in this report.

### **Ngā tūāoma e whai ake nei Next steps**

84. If Council adopts the recommendations in this report they will be included in the public transport work plan and executed by officers. A number of the changes will have to be incorporated into timetables and a number will require variations to operator contracts.

**Ngā āpitihanga**  
**Attachments**

<b>Number</b>	<b>Title</b>
1	Recommendations and actions
2	Current state and future network map concepts, improvement map removing transfers (2020-2021)

**Ngā kaiwaitohu**  
**Signatories**

Writer	Wayne Hastie - GM Strategic Programmes
Approvers	Greg Campbell – Chief Executive

<b>He whakarāpopoto i ngā huritaonga Summary of Considerations</b>
<p><b><i>Fit with Council or Committee’s Terms of Reference</i></b></p> <p>The Council has authority to make the decisions in relation to the Bus Network Review for Wellington City.</p>
<p><b><i>Implications for Māori [draft]</i></b></p> <p>There are no known impacts for mana whenua.</p>
<p><b><i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i></b></p> <p>The proposals in this report contribute to the delivery of public transport aspects of the Long Term Plan, but require additional expenditure as outlined in the report.</p>
<p><b><i>Internal consultation</i></b></p> <p>In preparing this report there has been consultation with officers in the Public Transport, Finance and Community Engagement teams.</p>
<p><b><i>Risks and impacts: legal / health and safety etc.</i></b></p> <p>There are no identified legal or health and safety risks arising from the matters in this report.</p> <p>There are risks that if Council does not adopt the recommendations and actions in the report then its community engagement process will be perceived as not being genuine.</p> <p>The Action Plan has been developed taking into account the constraints in terms of availability of buses and drivers and thereby minimised delivery risk.</p>

## Attachment 1 to Report 19.501

## Recommendations and actions

Theme		Recommendation	Timeframe	Action
Remove transfers and improve access to key destinations	A	Add a new frequent bus route between Miramar terminus and Wellington Station (via Hataitai) to re-establish frequent direct all-day links with the central city (should be implemented in conjunction with recommendation D).	<b>Short-term</b> January 2020	Route 18: Extend from Miramar shops to Kilbirnie
			<b>Medium-term</b> October 2020	Route 2: Establish a branch into Miramar North by splitting route to Seatoun
	B	Add a new bus route between Strathmore Park and Mairangi (via the Golden Mile) to re-establish direct all-day links with Newtown and the central city (should be implemented in conjunction with recommendations H and I).	<b>Short-term</b> January 2020	Route 12: Strathmore Park extend to Newtown (John Street via Hospital): 60 min frequency, Monday to Friday inter-peak only
			<b>Medium-term</b> October 2020	Route 12: Strathmore Park extend direct to city off-peak: With a 60 minute frequency, Monday to Friday.
			<b>Medium-term</b>	Investigate short to medium-term options for

Theme		Recommendation	Timeframe	Action
			From October 2020	providing services from Mairangi along Golden Mile
			<b>Long-term</b> From October 2021	Route 12: Strathmore Park extend direct to city all day: 30 minute frequency, 7 days a week
			<b>Long-term</b> From October 2021	Re-route Northland/ Mairangi service to travel through Golden Mile (and potentially to Hospital
			<b>Long-term</b> From October 2021	Investigate option for linking the proposed Strathmore to city and Mairangi to Golden Mile service as a single route via the hospital
	C	Operate local bus routes from Houghton Bay, Southgate, Owhiro Bay (via Southgate), Vogeltown (via Basin Reserve) and Kowhai Park to Wellington Station at all times, at a minimum base frequency of 60 minutes, to re-	<b>Short-term</b> May 2020	Route 23: Houghton Bay extend direct to city all day: Reduce to 60 minute frequency – merge with 23z
			<b>Short-term</b> May 2020	Route 29: Southgate/ Owhiro Bay extend direct to city (from Newtown) all day: Reduce to 60 minute frequency
			<b>Short-term</b> May 2020	Route 27: Vogeltown service extend direct to



Theme		Recommendation	Timeframe	Action
		establish direct all-day links with the central city.		city all day: Reduce to 60 minute frequency: Remove Route 23 service from Vogeltown
			<b>Short-term</b> May 2020	Route 17: Kowhai Park service extend direct to city all day: Reduce to 60 minute frequency
			<b>Long-term</b> From 2021	Investigate 30 minute off peak frequency for direct services to city from Southgate, Houghton Bay, Vogeltown, Kowhai Park and Owhiro Bay (Routes 23, 29, 27, 17)
	D	Add a new frequent crosstown bus route between Karori and Kilbirnie via Victoria University Kelburn, Massey University and Wellington Hospital (replacing route 18e; dependent on implementation of recommendation A).	<b>Medium-term</b> October 2020	Route 18e: increase frequency during shoulder peak and school times.
			<b>Long-term</b> From October 2020	Investigate a Route 18e all day 30 minute frequency service.

Theme		Recommendation	Timeframe	Action
<b>Improve network operation and reliability</b>	E	Improve reliability, capacity and journey time of peak and express buses between the Eastern Suburbs and the central city, including additional early morning and shoulder-peak services ( <b>routes 12e, 30x, 31x, 36</b> ).	<b>Short-term</b> May 2020	Route 36: Extend peak frequency into shoulder peaks
			Actioned	Allow driver discretion to avoid congestion along Cobham Drive – via alternative Rongotai Rd route (31x and 30x)
			<b>Medium-term</b> From 2020	Develop options for delivering Express Bus service as a distinct 'product'
			<b>Long-term</b> October 2021	Routes 31x and 30 x: Cease stopping at Hataitai village
			<b>Long-term</b> From 2021	Investigate CBD reroute of express services (30x/31x/32x) to improve travel time and reliability
			<b>Long-term</b> From 2020	Investigate new express route from Strathmore Park: Modified 12e to run via Hobart Street and then Express from Miramar cutting to Courtenay Place

Theme		Recommendation	Timeframe	Action
	F	Actively manage connections between <b>routes 17 and 29</b> at Brooklyn (refer to recommendation C); <b>route 19</b> and <b>1JW</b> at Johnsonville; and between Miramar and the proposed crosstown route at Kilbirnie (refer to recommendations A & D)	<b>Long-term</b> From 2021	Investigate contractual and technology solutions for actively managing timetabled connections between routes 17 and 29 at Brooklyn and route 19 in Johnsonville
<b>Meet specific community and customer needs</b>	J	Extend selected <b>route 14</b> trips to Rongotai College to provide for school travel from Roseneath and Hataitai.	<b>Short-term</b> May 2020	Route 14: Provide a school time extension to Rongotai College
	K	Work with Wellington Airport and Wellington City Council to improve the walking connection between the airport and the Metlink bus stops at	<b>Medium-term</b> June 2021	Develop improved wayfinding signage and shelter for Metlink services providing access to the Airport

Theme		Recommendation	Timeframe	Action
		Broadway and Hobart St, including wayfinding information and adequate shelter		
	G	Extend <b>route 20</b> to operate between Mt Victoria summit and Wellington Station to re-establish direct links with the central city; remove the low patronage section between Mt Victoria summit and Kilbirnie (interim recommendation pending implementation of recommendation S).	<b>Long-term</b> From October 2021	Route 20: Extend through Golden Mile to railway station
			<b>Long-term</b> From October 2021	Route 20: Remove between Mt Victoria Summit and Kilbirnie / consult with SPCA
	M	Maintain two-way operation of the Broadmeadows section of <b>route 24</b> .	<b>Short-term</b> March 2020	Broadmeadows two-way Loop – Formalise current route.
	H	Add separate targeted campus connection services between Wellington Station and Victoria	<b>Long-term</b> From October 2021	New university link would be required between railway station/ Pipitea and Kelburn campus to support Rec B

Theme		Recommendation	Timeframe	Action
		University Kelburn, and between Johnsonville and Victoria University Kelburn (currently served by route 22; required to support implementation of recommendation B).		
	I	Provide additional peak, early morning and shoulder-peak services on <b>route 13</b> between Mairangi and the central city via Glenmore Street (required to support implementation of recommendation B).	<b>Long-term</b> From October 2021	Route 13: Provide additional early morning and shoulder peak services
	L	Investigate a peak-only service between Grenada Village and the central city via Newlands Rd, to provide faster journeys and add capacity along Newlands Rd.	<b>Long-term</b> From 2021	Investigate peak only service between Grenada Village and city via Newlands

Theme		Recommendation	Timeframe	Action
<b>Provide for current demand</b>	N	Increase peak capacity on <b>route 2</b> to meet current and growing demand for travel between Karori and the central city, and between Kilbirnie and the central city.	<b>Short-term</b> May 2020	Route 2: Improve shoulder peak frequency
			<b>Long-term</b> From October 2021	Route 2: Improve capacity with increased peak frequency.
			<b>Long-term</b> From 2021	Route 2: Investigate options to improve peak capacity with larger buses or tunnel modifications.
	O	Increase evening and weekend frequency on <b>route 2</b> to meet current demand and to grow off-peak patronage.	<b>Medium-term</b> October 2020	Route 2: Improve capacity with more inter-peak and weekend frequency
	P	Provide additional early morning and shoulder-peak services for Karori West and Karori South ( <b>routes 33 and 34</b> ).	<b>Long-term</b> From October 2021	Routes 33 & 34: Provide additional early morning and shoulder peak services
Q	Provide additional capacity on <b>route 24</b> between Kilbirnie and Wellington Station via Evans Bay (refer to recommendation T).	<b>Long-term</b> From October 2021	Route 24: Increase peak capacity with more frequency or larger vehicles.	

Theme		Recommendation	Timeframe	Action
<b>Provide for future demand</b> <b>Customer experience and engagement</b>	R	Add a new frequent bus route between Newtown Park Zoo and Wellington Station to maintain frequent services along Wallace and Taranaki Streets and to enable <b>route 3</b> to operate via Basin Reserve to provide faster service to the central city and provide direct access between Eastern Suburbs and Basin Reserve (schools).	<b>Long-term</b> From 2022	Investigate a new frequent bus route between Newtown Park Zoo and Wellington Station to maintain frequent services via Taranaki Street
	S	Add a new local bus route between Wrights Hill and Mt Victoria summit via central city to provide direct access through the central city and Thorndon (replaces interim recommendation G); and investigate operating the	<b>Long-term</b> From 2022	Investigate providing more peak access through Thorndon

Theme		Recommendation	Timeframe	Action
		Wrights Hill to Mt Victoria route via Thorndon (Molesworth St / Murphy and Mulgrave Sts) to provide a direct link between Karori and Thorndon.		
	T	Replace route 24 with two separate routes between Johnsonville/Broad meadows and the central city (possibly through-routed to Houghton Bay – recommendation C) and between Miramar Heights and the central city to address concerns about the length of the current route 24 while maintaining access through the central city (refer to recommendation Q).	<b>Long-term</b> From 2021	Investigate changing Route 24 with two separate routes between Johnsonville/Broadmeadows and city (possibly through-routed to Houghton Bay) and between Miramar Heights and city



Theme		Recommendation	Timeframe	Action
	U	Develop a network proposal utilising planned road connections in order to service growth in the area between Grenada Village and Woodridge.	<b>Long-term</b> From 2022	Investigate a new route along planned road connections between Grenada Village and Woodridge to service future population
	V	Support enhanced Airport express bus service to central city and Wellington Station; and subject to commercial considerations, investigate extending the recommended crosstown bus route between Karori and Kilbirnie (refer to recommendation D) to the Airport.	<b>Long-term</b> From 2021	Consider options for improved airport service.
	W	Ensure adequate shelter and safety measures are regularly reviewed and maintained at stops where	<b>Medium-term</b> October 2020	Investigate improvements to Kilbirnie Hub pedestrian access from Onepu Rd

Theme		Recommendation	Timeframe	Action
		customers choose to transfer and where services require a transfer.		
	X	Review route numbering and route names and signage to enhance legibility and ensure consistent numbering as route changes are implemented.	From 2021 as BAU continual improvement	Refine route numbering and route names and signage to enhance legibility and ensure consistent numbering as route changes are implemented.
	Y	Investigate options for influencing travel behaviour to help spread peak period demand.	<b>Medium-term</b> From 2020	Investigate options for spreading peak service demand – such as the option of reducing fares for off peak before 7am to spread demand
	Z	Run regular community engagement events as part of Metlink’s normal business activities.	From 2020 as BAU continual improvement	Run regular community engagement events
	AA	Enable regular engagement with bus drivers (and their unions) as part of	From 2020 as BAU continual improvement	Run regular engagement with bus drivers (and their unions).

Theme		Recommendation	Timeframe	Action
		Metlink's normal business activities, to reflect their critical role in the delivery of the city's bus services.		

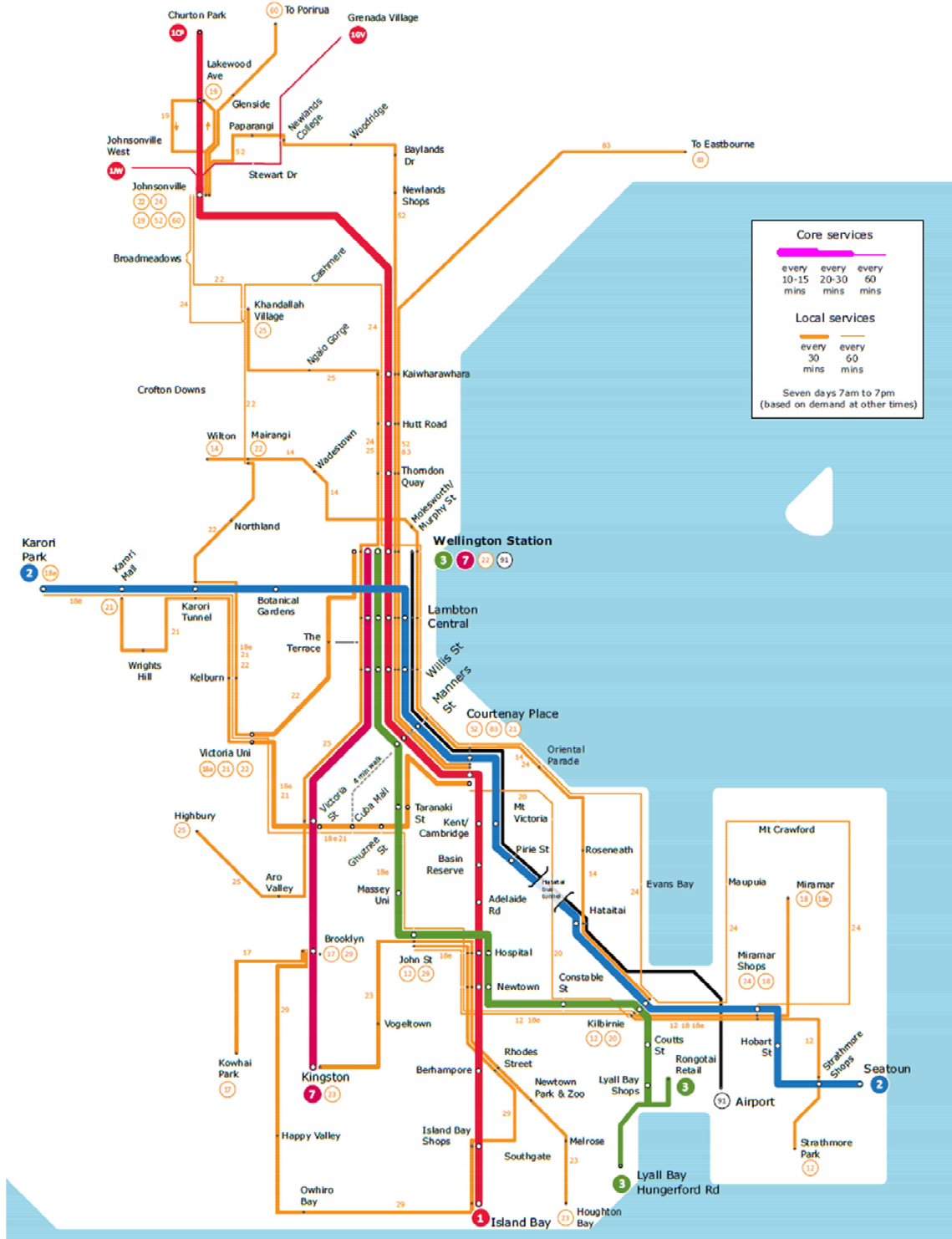
Attachment 2 to Report 19.501

Current State Network map

# Wellington Bus Network Review 2019

## All Day Network as at Jan 2020

For planning purposes only

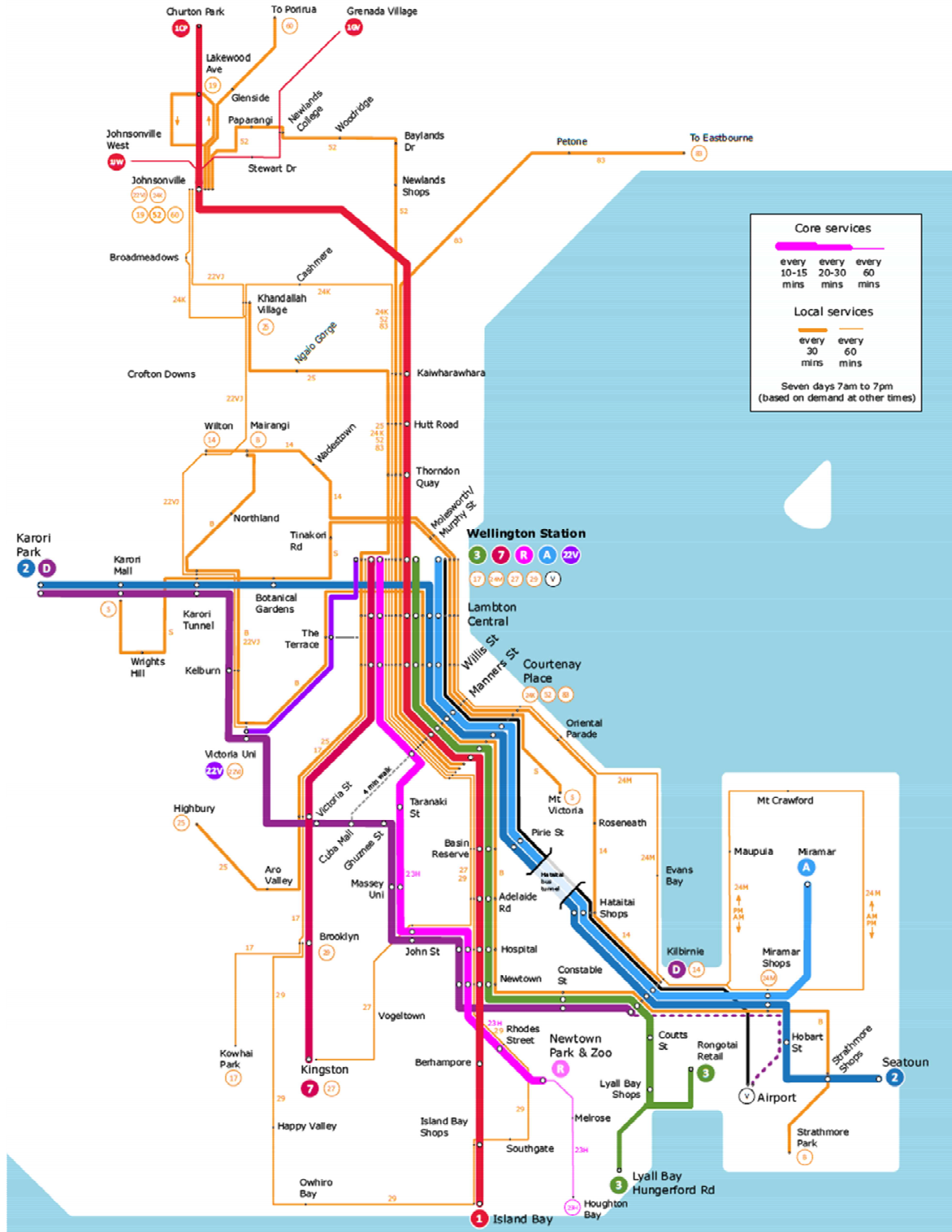


Future State Network Concept

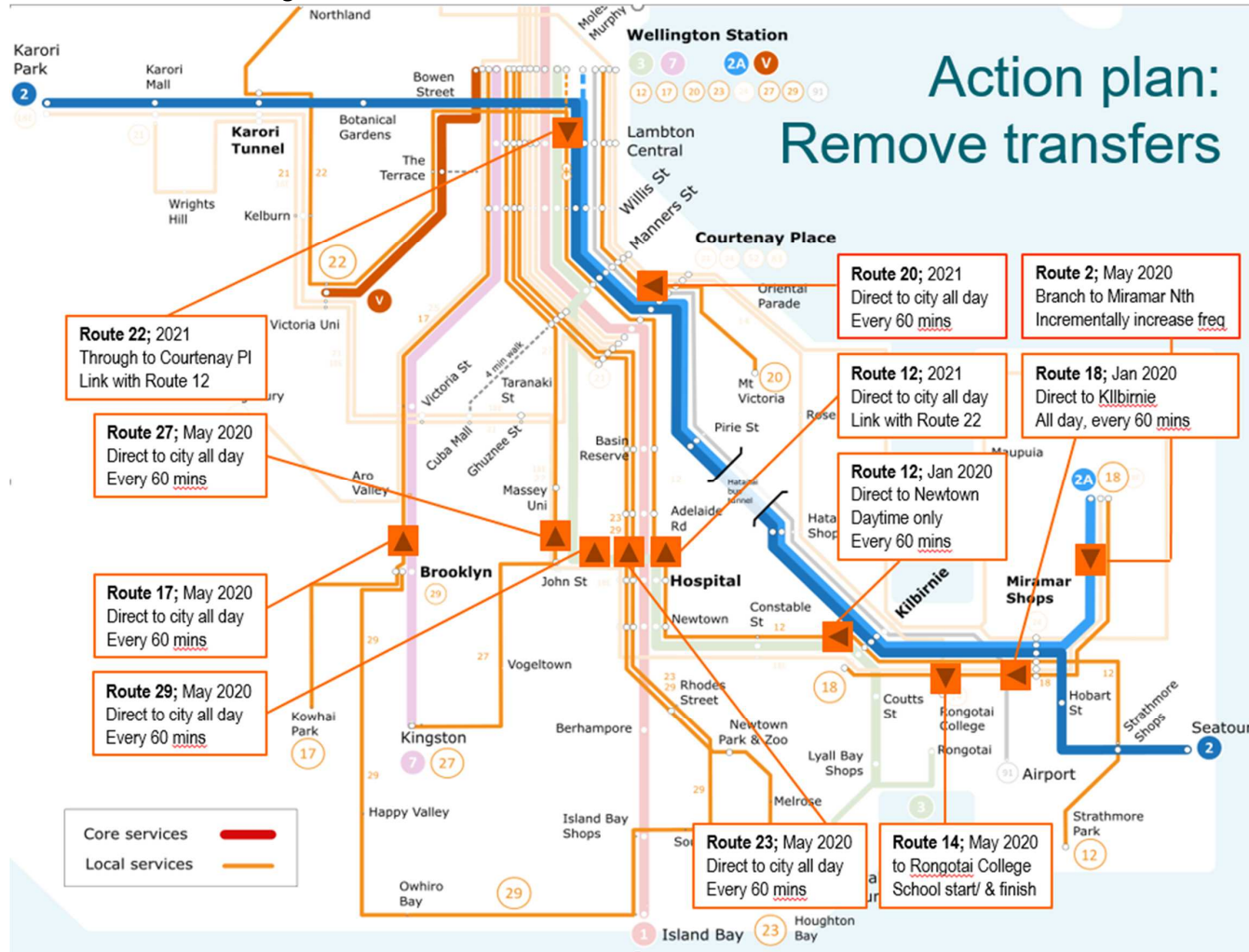
# Wellington Bus Network Review 2019

## All Day Network Concept

For planning purposes only



Improvement actions for removing transfers 2020 – 2021



**Council**  
**12 December 2019**  
**Report 19.504**



**For Decision**

## **COMMITTEE AND ADVISORY BODY TERMS OF REFERENCE AND DELEGATIONS FOR THE 2019-22 TRIENNIUM**

**Te take mō te pūrongo**

### **Purpose**

1. For Council to adopt the terms of reference for Council's committee and advisory groups for the 2019-22 triennium.

**He tūtohu**

### **Recommendation**

That the Council **adopts** the committee and advisory body terms of reference for the 2019-22 triennium, as detailed in Attachment 1 to this report.

**Te tāhū kōrero**

### **Background**

2. On 20 November 2019 Council adopted a committee structure for the 2019-22 triennium. This governance structure continues from that established for the previous triennium, with the only significant change being the establishment of the Climate Committee.
3. Within the proposed terms of reference (see [Attachment 1](#) – Terms of reference for committees and advisory groups, and delegations for committees: 2019-22 triennium), the key change is that the Environment Committee and the Transport Committee have enhanced delegated powers.
4. In addition, the terms of reference of the Waiohine Floodplain Management Plan Steering Group are modified to enable each territorial authority represented on that group to appoint, as one of their two members, a person who is not an elected member of that territorial authority.

5. Further significant changes are currently under discussion, and will be proposed in the first half of 2020, being:
  - a The replacement of Ara Tahī<sup>1</sup> with the Ara Tahī Committee, with consequential adjustments to other committees' terms of reference
  - b The merging of the Environment Committee and Te Upoko Taiao – Natural Resources Plan Committee.

### **Ngā hua ahumoni**

#### **Financial implications**

6. The related costs (e.g. of members' remuneration and expenses, and of servicing the committees and advisory groups) are covered by the related business groups' budgets.

### **Te huritao ki te huringa o te āhuarangi**

#### **Consideration of climate change**

7. The matters for decision in this report were considered in accordance with the process set out in Greater Wellington's *Climate Change Consideration Guide*.

#### ***Mitigation and adaptation assessments***

8. There is no need to conduct climate change assessments.

### **Ngā tikanga whakatau**

#### **Decision-making process**

9. The matters requiring decision in this report were considered against the decision-making requirements of Part 6 of the Local Government Act 2002.

### **Te hiranga**

#### **Significance**

10. The significance (as defined by Part 6 of the Local Government Act 2002) of the matters for decision has been considered, taking into account Council's *Significance and Engagement Policy* and *Decision-making Guidelines*. Due to the procedural nature of these decisions, it is recommended that these matters are of low significance.

### **Te whakatūtakitaki**

#### **Engagement**

11. Given the low significance of these matters, no engagement was considered to be required.

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<sup>1</sup> An advisory body to Council.



## **Ngā tūāoma e whai ake nei**

### **Next steps**

12. Once agreed, these Terms of Reference will be circulated to relevant external organisations and placed on Greater Wellington's website.

## **Ngā āpitihanga**

### **Attachment**

<b>Number</b>	<b>Title</b>
1	Terms of reference for committees and advisory groups, and delegations for committees: 2019-22 triennium

## **Ngā kaiwaitohu**

### **Signatory**

Writer	Cr Daran Ponter, Council Chair
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<b>He whakarāpopoto i ngā huritaonga Summary of considerations</b>
<b><i>Fit with Council's roles or Committee's terms of reference</i></b> Council is responsible for approving the terms of reference for its governance structure.
<b><i>Implications for Māori</i></b> There are no known implications for mana whenua. The proposed establishment of an Ara Tahi Committee is a matter for further discussion with Ara Tahi.
<b><i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i></b> There are no implications for Council's or Greater Wellington's strategies, policies and plans.
<b><i>Internal consultation</i></b> Committee chairs and Greater Wellington's senior management were consulted in the development of the proposed terms of reference.
<b><i>Risks and impacts: legal / health and safety etc.</i></b> There are no risks.

**Attachment 1 to Report 19.504**

**Greater Wellington Regional Council**

**Terms of reference for committees and advisory groups, and delegations for committees: 2019-22 triennium**

**Adopted by Council on (date)**

**Amendments:**

Date	Report number	Brief description of the amendment

## **Contents**

1. Preface
2. Role of Council

## **Committee terms of reference**

3. Environment Committee
4. Transport Committee
5. Chief Executive Employment Review Committee
6. Climate Committee
7. Finance, Risk and Assurance Committee
8. Regional Transport Committee
9. Te Upoko Taiao - Natural Resources Plan Committee
10. Wairarapa Committee
11. Wellington Regional Strategy Committee

## **Subcommittee terms of reference**

12. Hutt Valley Flood Management Subcommittee

## **Advisory group terms of reference**

13. Ara Tahi
14. Farming Reference Group
15. Lower Ruamahanga Valley Floodplain Management Advisory Committee
16. Ruamāhanga Whaitua Committee
17. Waiohine FMP Steering Group
18. Wellington Region Climate Change Working Group
19. Whaitua Te Whanganui-a-Tara Committee

## 1. Preface

### Legislative framework

The Wellington Regional Council (Council) is constituted by the Local Government Act 2002 and is subject to the following Acts of Parliament that provide its powers, functions and duties:

- Local Government Act 2002
- Local Government Official Information and Meetings Act 1987
- Local Government (Rating) Act 2002
- Local Electoral Act 2001
- Biosecurity Act 1993
- Building Act 2004
- Civil Defence Emergency Management Act 2002
- Land Transport Management Act 2003
- Maritime Transport Act 1994
- Reserves Act 1977
- Resource Management Act 1991
- Soil Conservation and Rivers Control Act 1941
- Wellington Regional Council (Stadium Empowering) Act 1996
- Wellington Regional Council (Water Board Functions) Act 2005
- Wellington Regional Water Board Act 1972.

In this document, the physical area of Council's statutory responsibility, being the Wellington Region, is referred to as "the region".

### Governance

Councillors are elected to Council through regular three-yearly elections, when the different constituencies of the region select their representatives for the forthcoming triennium. Once the elected Councillors have made their statutory declarations, they collectively (as Council) make decisions in the interests of the region as a whole; although they are also expected to understand the aspirations of different groups within the community.

Councillors have statutory obligations and restraints regarding the exercise of their powers, functions and duties.

### Committees

As Council is responsible for a wide range of strategies, plans, and functions, Councillors need to organise their own work in a way that both facilitates a clear understanding of the issues and community concerns, and promotes efficiency and effectiveness.

Council’s optimal governance model is to create a series of standing committees that have the purpose/s and specific responsibilities outlined in the following terms of reference. These committees may have delegated powers, functions and duties from Council; the Council remains accountable for the exercise of these matters.

This governance model is intended to ensure decisions are made at the most appropriate level, and to provide clarity on the different and complementary roles of ‘governance’ and ‘management’.

Whilst specific Councillors are appointed to each standing committee, all Councillors receive copies of the order papers of these committees. Any Councillor may attend (sit at the table) and speak at a committee meeting, except for meetings of the Regional Transport Committee and Wellington Regional Strategy Committee. A summary of the matters dealt with by those committees is reported to Council.

**Management**

Greater Wellington Regional Council (Greater Wellington), as an organisation, delivers Council’s strategies, policies and plans through a range of programmes and activities. The actual delivery is carried out, under delegation, by staff appointed by the Chief Executive. The Chief Executive is accountable to Council for all delivery.

**Governance and management relationship**

The following table summarises the key responsibilities for, and relationships between, the governance and management roles:

Governance	Management
Setting Council’s strategic direction (including the desired results), and approving strategies, policies and plans consistent with related legislation  Key examples include developing and adopting Council’s Long Term Plan, Annual Plan and key policy/planning documents (like the Regional Policy Statement and the Regional Land Transport Plan).	Preparing draft documents and related advice for Council and Committees on the desired strategic direction and results, and to meet statutory requirements
Making statutory and administrative decisions	Providing politically neutral free and frank advice to Council and Committees to enable good and lawful decisions  Implementing Council’s and Committees’ decisions
Representing residents and other members of the local community	Providing information to support Councillors to engage with the local community

<b>Governance</b>	<b>Management</b>
Delegating functions, duties and powers to Committees and the Chief Executive	Exercising delegated functions, duties and powers
<p>Overseeing and evaluating Greater Wellington’s performance, including its effectiveness in implementing approved strategies, policies and plans and in delivering the desired results</p> <p>Prudently allocating and stewarding Council’s finances and resources, including for Council’s strategic assets</p>	<p>Managing Greater Wellington’s systems, processes and delivery consistently with Council’s strategic direction; approved strategies, policies and plans; and other statutory requirements</p> <p>Reporting to Council and Committees on Greater Wellington’s performance and effectiveness. This includes providing assurance on systems and processes, and the management of finances, resources and assets</p>
Reporting, and being accountable, publicly for the achievement of Council’s desired results	Preparing related documents, communications, and advice to support Council’s accountability
Managing political aspirations whilst meeting governance obligations to Greater Wellington and the community	Ensuring Greater Wellington has a clear understanding of the difference and relationship between political and management matters, and managing this relationship appropriately
Appointing the Chief Executive, and making or recommending key appointments (e.g. to committees and council-controlled organisations)	Supporting the appointment and induction of a new Chief Executive, as needed
Providing a link between the community and Greater Wellington	Providing a link between Council and staff

## 2. Role of Council

The Council will:

- Retain the full right to exercise its powers, functions and duties.
- Consider and decide on the key statutory plans that Council is required to develop.
- In particular, be responsible for the development of the Regional Policy Statement, the Long Term Plan and the Annual Plan.
- Establish standing committees and subcommittees, hearing committees and advisory groups where appropriate; appoint members to these bodies; then receive and consider the recommendations and matters referred to it by such committees, subcommittees and advisory groups. [Council retains for itself the power to establish advisory groups.]
- Provide regional leadership in promoting and facilitating discussion on key issues that require a collaborative approach between a number of parties to achieve solutions.
- Take into account the principles of the Treaty of Waitangi as outlined in the Memorandum of Partnership between Te Tangata Whenua o Te Upoko o te Ika a Maui and Council, and facilitate participation by Māori in Council decision-making processes.
- Appoint the Chief Executive; approve the Chief Executive's performance agreement and any recruitment and selection process for a Chief Executive; and then review the Chief Executive's contract, performance and remuneration at least annually.
- Approve Council's Annual Report.
- Approve all delegations to the Chief Executive, including the authority for further delegation to staff.
- Review the performance of the council-controlled trading organisations, council controlled organisations (CCOs) and the Wellington Regional Stadium Trust (WRST).
- Appoint directors to the council-controlled trading organisations and CCOs, trustees to the WRST, and representatives to any other organisations on which Council is entitled to representation.
- Review and decide Council's electoral and representation arrangements.
- Consider issues of regional significance that are not the responsibility of any specific standing committee or that are of such regional significance/high public interest that Council needs to make the decision/s. Such issues include, but are not limited to:
  - o Regional economic and business development, including Council's position on the Wellington Regional Strategy and its implementation, and the Wellington Regional Investment Plan
  - o Good regional form, including the Regional Growth Framework and geospatial plan
  - o Water supply, including future water collection areas
  - o Emergency management, for those matters that are not the responsibility of the Civil Defence Emergency Management (CDEM) joint committee.



### **3. Environment Committee** (A committee of the whole)

#### **1 Purpose**

To oversee the development, implementation and review of Council's:

- a Environmental strategies, policies, plans, programmes and initiatives to address environmental issues in the region (including issues in the areas of land management, regional natural resources, river control, flood protection, regional parks and reserves, coastal marine environment, maritime navigation and safety, biosecurity and biodiversity)
- b Regional resilience priorities in the delivery of plans, programmes, initiatives and activities for flood protection and regional parks and forests
- c Regulatory systems, processes and tools to meet Council's related legislative responsibilities.

#### **2 Specific responsibilities**

The Committee's environmental responsibilities include the areas of land management, regional natural resources, river control, flood protection, regional parks and reserves, coastal marine environment, maritime navigation and safety, biosecurity and biodiversity.

2.1 Oversee the development and review of Council's:

- a Environmental strategies, policies, plans, programmes and initiatives
  - b Regional resilience priorities
- and recommend these matters (and variations) to Council for adoption.

2.2 Review periodically the effectiveness of implementing and delivering Council's:

- a Environmental strategies, policies, plans, programmes and initiatives
- b Regional resilience priorities.

2.3 Consider regional, national and international developments; emerging issues and impacts; and changes in the legislative frameworks for their implications for Council's:

- a Environmental strategies, policies, plans, programmes and initiatives
- b Regulatory systems, processes and tools.

2.4 Recommend to Council changes to improve the effectiveness of Council's:

- a Environmental strategies, policies, plans, programmes and initiatives
- b Regional resilience priorities
- c Regulatory systems, processes and tools.

- 2.5 Review Greater Wellington's compliance with Council's related legislative responsibilities<sup>1</sup>, and the monitoring and enforcement of compliance.
- 2.6 Review progress with the development of non-regulatory proposals, including those arising from the whitua process.
- 2.7 Ensure that the Committee's decision making:
  - a Considers climate change-related risks (mitigation and adaptation)
  - b Is consistent with Council's plans and initiatives to give effect to Council's declaration of a climate emergency on 21 August 2019.

### **3 Delegations**

- 3.1 Subject to sections 3.3 to 3.7, Council delegates to the Committee all the powers, functions and duties necessary to perform the Committee's responsibilities, except those that must not be delegated, have been retained by Council, have been delegated to another committee, or have been delegated to the Chief Executive.
- 3.2 The Committee has the authority to approve submissions to external organisations for matters pertaining directly to the Committee's purpose.
- 3.3 The Committee may make decisions on matters with a financial impact only where the related costs are:
  - a Budgeted for in the relevant business group's budget
  - b Not budgeted for in the relevant business group's budget, but can be met from savings within that budget.
- 3.4 Where the Committee considers a decision with a material financial impact is needed<sup>2</sup>, the Committee must refer the matter to Council for its decision.
- 3.5 The Committee may not make a decision that is materially inconsistent with Council's Annual Plan or Long Term Plan.
- 3.6 Where a matter proposed for consideration by the Committee is of strategic importance to the Wairarapa Constituency, that matter shall first be referred to the Wairarapa Committee or its members for their consideration.
- 3.7 The Committee shall ensure that it acts under the guidance of the Memorandum of Partnership in working with Greater Wellington's mana whenua partners of the Wellington Region to ensure effective Māori participation in the Committee's deliberations and decision-making processes.

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<sup>1</sup> These responsibilities include those under the Resource Management Act 1991 and for the granting of resource consents, the Soil Conservation and Rivers Control Act 1967, the Biosecurity Act 1993, the Reserves Act 1977, and the Maritime Transport Act 1994.

<sup>2</sup> That is, where savings are identified from other business groups' budgets to meet the related costs; or no savings are identified across Greater Wellington's overall budget to meet the related costs.

#### **4 Members**

4.1 All thirteen Councillors.

4.2 The Chair of the Farming Reference Group.

4.3 One member, appointed by Council on the nomination of Ara Tahi, who has the necessary skills, attributes or knowledge that will assist the work of the Committee.

#### **5 Quorum**

Eight Committee members.

DRAFT

#### **4. Transport Committee** (A committee of the whole)

##### **1 Purpose**

To oversee the development, implementation and review of Council's strategic direction and policies for transport and mode-shift; set the operational direction to deliver public transport and mode-shift; provide input into joint transport-related projects and initiatives; and ensure these matters promote the social, economic, environmental well-being of the region.

##### **2 Specific responsibilities**

- 2.1 Prepare the Wellington Regional Public Transport Plan (including variations) and recommend its adoption by Council.
- 2.2 Approve strategies, policies and guidelines to deliver public transport in accordance with the Wellington Regional Public Transport Plan.
- 2.3 Approve transport strategies, policies, plans, programmes and initiatives related to transport demand management and active mode promotion.
- 2.4 Review performance trends related to public transport activities.
- 2.5 Review periodically the performance and effectiveness of transport strategies, policies, plans, programmes and initiatives, including:
  - a Delivery of the Wellington Regional Public Transport Plan
  - b Transport demand management and active mode promotion initiatives.
- 2.6 Oversee Council's involvement in jointly-managed regional and national transport programmes and projects, including Let's Get Wellington Moving and Project NEXT.
- 2.7 Consider regional, national and international developments; emerging issues and impacts; and changes in the legislative frameworks for their implications for transport strategies, policies, plans, programmes and initiatives.
- 2.8 Consider and endorse business cases for submission to the NZ Transport Agency or other agencies on strategic transport projects with the potential for significant financial impact.
- 2.9 Inform Council's representatives on matters going forward to the Regional Transport Committee to assist that committee in developing the Wellington Regional Land Transport Plan.
- 2.10 Ensure that the Committee's decision-making:
  - a Considers climate change-related risks (mitigation and adaptation)
  - b Is consistent with Council's plans and initiatives to give effect to Council's declaration of a climate emergency on 21 August 2019.
- 2.11 Advocate for the alignment of initiatives across the region with transport implications including spatial planning and land use planning.

### **3 Delegations**

- 3.1 Subject to sections 3.3 to 3.7, Council delegates to the Committee all the powers, functions and duties necessary to perform the Committee's responsibilities, except those that must not be delegated, have been retained by Council, have been delegated to another committee, or have been delegated to the Chief Executive.
- 3.2 The Committee has the authority to approve submissions to external organisations for matters pertaining directly to the Committee's purpose.
- 3.3 The Committee may make decisions on matters with a financial impact only where the related costs are:
  - a Budgeted for in the relevant business group's budget
  - b Not budgeted for in the relevant business group's budget, but can be met from savings within that budget.
- 3.4 Where the Committee considers a decision with a material financial impact is needed<sup>3</sup>, the Committee must refer the matter to Council for its decision.
- 3.5 The Committee may not make a decision that is materially inconsistent with Council's Annual Plan or Long Term Plan.
- 3.6 Where a matter proposed for consideration by the Committee is of strategic importance to the Wairarapa Constituency, that matter shall first be referred to the Wairarapa Committee or its members for their consideration.
- 3.7 The Committee shall ensure that it acts under the guidance of the Memorandum of Partnership in working with Greater Wellington's mana whenua partners of the Wellington Region to ensure effective Māori participation in the Committee's deliberations and decision-making processes.

### **4 Members**

- 4.1 All thirteen Councillors.
- 4.2 One member, appointed by Council on the nomination of Ara Tahi, who has the necessary skills, attributes or knowledge that will assist the work of the Committee.

### **5 Quorum**

Seven Committee members.

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<sup>3</sup> That is, where savings are identified from other business groups' budgets to meet the related costs; or no savings are identified across Greater Wellington's overall budget to meet the related costs.

## **5. Chief Executive Employment Committee**

### **1 Purpose**

To act for, and advise, Council on matters relating to the employment, performance and remuneration of Council's Chief Executive.

### **2 Specific responsibilities**

- 2.1 Negotiate an initial performance agreement, subsequent performance agreements, and variations (as needed) with the Chief Executive, and recommend any performance agreement (or variation) to Council for approval.
- 2.2 Undertake a six-monthly interim review of the Chief Executive's progress against the performance agreement.
- 2.3 Conduct the annual reviews of the Chief Executive's performance and remuneration, and make recommendations to Council as an outcome of those reviews.
- 2.4 Conduct a review of employment, at the end of the Chief Executive's first term of employment, under clause 35 of Schedule 7 to the Local Government Act 2002, and make a recommendation to Council on whether the Chief Executive should be appointed for a second term or the position declared vacant under clause 34 of Schedule 7 to the Local Government Act 2002.
- 2.5 Represent Council on any issues that may arise with the Chief Executive's job description, employment agreement, performance agreement, or related matters.
- 2.6 Recommend to Council, for its approval, a recruitment, selection, and appointment process for a Chief Executive.
- 2.7 Oversee any Council-approved recruitment, selection, and appointment process for a Chief Executive (noting that Council must legally make the appointment decision).

### **3 Members**

Five Councillors.

### **4 Quorum**

Three Committee members.

## **6. Climate Committee**

### **1 Purpose**

To oversee and inform the development and review of Council's strategies, policies, plans, programmes and initiatives from a climate change perspective; review the implementation and delivery of these matters; and provide effective leadership on climate change for the organisation and the region to reduce greenhouse gas emissions and ensure a climate resilient future for the Wellington Region.

### **2 Specific responsibilities**

- 2.1 Oversee the development and review of Council's climate change strategies, policies, plans, programmes, and initiatives (including Council's Climate Emergency Response Programme<sup>4</sup>); and recommend these matters (and variations) to Council for adoption.
- 2.2 Review Council's other strategies, policies, plans, programmes, and initiatives, and recommend changes that improve the effectiveness of these matters from a climate change perspective.
- 2.3 Review the role of Greater Wellington in regional climate change programmes and initiatives, including:
  - a Regional initiatives enabling communities to adapt to climate change
  - b The development and implementation of a Regional Climate Mitigation Plan and recommend any changes to Council
  - c Supporting the transition of the region to a resilient low emissions economy.
- 2.4 Monitor Greater Wellington's, and the Wellington Region's, emissions and climate risks.
- 2.5 Consider regional, national and international developments; emerging issues and impacts; and changes in the legislative frameworks for their implications for Council's climate change strategies, policies, plans, programmes, and initiatives.
- 2.6 Advocate for the alignment and advancement of central government's and other external organisations' programmes and initiatives in climate change programmes and initiatives, working alongside the Wellington Regional Climate Change Working Group.
- 2.7 Advocate to central government for a more comprehensive set of climate tools for application by local authorities.
- 2.8 Liaise with other regional councils and territorial authorities in the interests of building a stronger regional consensus for climate change action.

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<sup>4</sup> The Climate Change Response Programme is the collective name for Council's Corporate Carbon Neutrality Action Plan and Regional Climate Emergency Action Plan.

### **3 Delegations**

- 3.1 The Committee has the authority to approve submissions to external organisations on matters pertaining directly to the Committee's purpose.
- 3.2 Where a matter proposed for consideration by the Committee is of strategic importance to the Wairarapa Constituency, that matter shall first be referred to the Wairarapa Committee or its members for their consideration.

### **4 Members**

- 4.1 Eight Councillors.
- 4.2 Two members, appointed by Council as follows, who have the necessary skills, attributes, or knowledge that will assist the work of the Committee, being:
  - a One member, nominated by Ara Tahī
  - b One member with recognised climate change expertise.

### **5 Quorum**

Five Committee members.

### **6 Meeting frequency**

The Committee shall meet quarterly, with additional meetings as required.



## **7. Finance, Risk and Assurance Committee**

### **1 Purpose**

To oversee, review and report to Council on the management and delivery of Greater Wellington's policies and frameworks for financial management, risk management, and assurance.

### **2 Specific responsibilities**

- 2.1 Review the effectiveness of Greater Wellington's Council's financial management policies and frameworks for, and the robustness of, the organisation's financial performance.
- 2.2 Review the effectiveness of Greater Wellington's risk policies and frameworks, and Greater Wellington's identification and management of risks faced by Council and the organisation. This review includes whether Greater Wellington is taking effective action to mitigate significant risks.
- 2.3 Review Greater Wellington's health and safety management system to obtain assurance that the organisation is identifying and managing risks in accordance with the Health and Safety at Work Act 2015.
- 2.4 Approve an internal audit plan, and review the effectiveness of the implementation and delivery of actions to address audit recommendations from Greater Wellington's internal auditors.
- 2.5 Review annually the appropriateness of Council's insurance.
- 2.6 Recommend to Council changes to improve the effectiveness of Greater Wellington's policies and frameworks for financial management, assurance and risk management.
- 2.7 Review the draft Annual Report, together with Greater Wellington's responses to any related reports from the external auditors; and recommend the Annual Report for adoption by Council.

### **3 Delegations**

The Committee has the authority to approve:

- a The internal audit plan
- b Submissions to external organisations on matters pertaining directly to the Committee's purpose.

#### **4 Members**

4.1 Five Councillors.

4.2 Two members, appointed by Council, who have the necessary skills, attributes or knowledge that will assist with the work of the Committee, being:

- a One member, nominated by Ara Tahi
- b One external member, who has the necessary independence, expertise, and knowledge of local government relevant to the Committee's purpose and responsibilities.

#### **5 Quorum**

Four members.

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## **8. Regional Transport Committee**

### **1 Purpose**

To exercise the legislative functions and powers of a regional transport committee under the Land Transport Management Act 2003 (the Act).

### **2 Specific responsibilities**

- 2.1 Prepare, for approval by Council, the Wellington Regional Land Transport Plan and any variations to it.
- 2.2 Provide Council with any advice and assistance it may request in relation to its transport responsibilities.
- 2.3 Adopt a policy that determines significance for variations made to, and activities included in, the Wellington Regional Land Transport Plan.
- 2.4 Review the implementation and delivery of the Wellington Regional Land Transport Plan.
- 2.5 Approve submissions to external organisations on matters pertaining directly to the Committee's purpose.
- 2.6 Advocate for the alignment of the Wellington Regional Land Transport Plan and supporting projects with related plans and initiatives, including the Regional Growth Framework, Regional Climate Mitigation Plan and Wellington Lifelines Resilience Business Case.

### **3 Members<sup>5</sup>**

- 3.1 Council shall appoint:
  - a Two persons to represent Council
  - b One person from each territorial authority in the region (to represent that territorial authority)
  - c One person to represent the New Zealand Transport Agency.
- 3.2 To assist the Committee in its decision-making, Council:
  - a Shall appoint an advisor from Kiwirail
  - b May appoint other non-local government advisors<sup>6</sup>.

### **4 Voting entitlement**

The advisors appointed to the Committee have full speaking rights, but no voting entitlement on any matter.

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<sup>5</sup> Section 105(2) of the Act.

<sup>6</sup> Clause 31(3) of Schedule 7 to the Local Government Act 2002.

## **5 Alternate members**

- 5.1 The New Zealand Transport Agency and each territorial authority are each entitled to nominate an alternate member. This alternate may sit at the table, speak and vote at Committee meetings; but only if the appointed member is unable to attend.
- 5.2 Kiwirail may nominate an alternate member for its advisor role. This alternate may sit at the table and speak at Committee meetings, but only if the appointed advisor is unable to attend.

## **6 Quorum**

The Chair or Deputy Chair, and at least 50 percent of the remaining voting members.

## **7 Chair and Deputy Chair**

- 7.1 Council must appoint, from its representatives, the Chair and Deputy Chair<sup>7</sup>.
- 7.2 The Chair, or any other person presiding at the meeting, has a deliberative vote; and, in the case of an equality of votes, does not have a casting vote (and therefore the act or question is defeated and the status quo is preserved)<sup>8</sup>.

## **8 Remuneration and expenses**

The advisors appointed to the Committee (who are not otherwise being remunerated) may claim Greater Wellington's standard daily meeting fee and mileage allowances and expenses.

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<sup>7</sup> Section 105(6) of the Act.

<sup>8</sup> Section 105(7) of the Act.

## **9. Te Upoko Taiao – Natural Resources Plan Committee**

### **1 Purpose**

To promote the sustainable management of the region's natural and physical resources by overseeing the review and development of regional plans, changes and variations for the Wellington Region, as required under the Resource Management Act 1991.

### **2 Specific responsibilities**

- 2.1 Review operative regional plans.
- 2.2 Prepare proposed regional plans.
- 2.3 Prepare any variations to proposed regional plans or plan changes.
- 2.4 Prepare any plan changes in relation to operative regional plans.
- 2.5 Recommend to Council the proposed plans, proposed variations and proposed plan changes that should proceed to public notification.
- 2.6 Review any provisions which Council may refer back to the Committee for further consideration.
- 2.7 Oversee consultation under the First Schedule to the Resource Management Act 1991.
- 2.8 Appoint hearing committees or hearings panels, composed of accredited persons, to hear and decide upon submissions on proposed regional plans, proposed variations and proposed plan changes. (Such hearing committees or panels may include members of the Committee and/or other persons chosen for their particular skills, attributes or knowledge that will assist the hearing committee or panel.).
- 2.9 Review progress with the development of regulatory proposals, including those arising from the whitua process.

### **3 Members**

- 3.1 Six Councillors.
- 3.2 Six non-Councillor members, each appointed by Council for their skills, attributes or knowledge that will assist the work of the Committee and including their knowledge of the rohe of the relevant iwi authority to which they belong.
- 3.3 In making appointments under section 3.2, Council will have regard to the recommendation of each of the six iwi authorities that are signatories to the Memorandum of Partnership between Te Tangata Whenua ki Te Upoko o te Ika a Māui and Wellington Regional Council Te Pane Matua Taiao.

#### **4 Co-Chairs**

- 4.1 The Committee will have two Co-Chairs:
- a A Councillor member of the Committee; and
  - b A non-Councillor member of the Committee.
- 4.2 At the commencement of each triennium:
- a The Council shall appoint the Councillor Co-Chair
  - b The Committee, at its first meeting of each triennium, on the recommendation of the non-Councillor members of the Committee, shall appoint the non-Councillor Co-Chair.
- 4.3 Each Co-Chair shall be the presiding member at meetings of the Committee on an alternate basis. If a Co-Chair is absent from a meeting of the Committee for which they are scheduled to be the presiding member, then the other Co-Chair shall preside at the meeting.
- 4.4 The Councillor Co-Chair of the Committee shall be the presiding member when the Committee is meeting to recommend to Council:
- a The notification of proposed regional plans, proposed variations or proposed plan changes; or
  - b The commencement of the preparation of a variation of a proposed regional plan or proposed plan change, or
  - c The commencement of the preparation of proposed plans, or plan changes in relation to operative regional plans
- 4.5 The Councillor Co-Chair of the Committee shall be the presiding member when the Committee is meeting to appoint hearing committees or panels.

#### **5 Voting entitlement**

- 5.1 Members of the Committee have full speaking rights and voting entitlements.
- 5.2 A casting vote will only apply when the Committee is meeting to make a recommendation to Council relating to any of the matters set out in section 4.4, or making an appointment under section 4.5.

#### **6 Quorum**

- 6.1 Three Councillor and three non-Councillor members of the Committee.
- 6.2 All (six) Councillor members of the Committee must be present when the Committee is meeting to make a recommendation to the Council relating to any of the matters set out in section 4.4, or making an appointment under section 4.5.

## **7 Remuneration**

The remuneration of the non-Councillor members of the Committee will be determined and approved by the Council.

## **8 Delegations**

- 8.1 The Council delegates all the functions and powers of the Council that are capable of delegation under the Resource Management Act 1991 to Te Upoko Taiao - Natural Resources Plan Committee which are necessary for it to carry out the specific responsibilities listed above relating to the review and development of regional plans, changes and variations.
- 8.2 The Council delegates to any hearing committee or hearing panel appointed by Te Upoko Taiao - Natural Resources Plan Committee all necessary powers under the Resource Management Act 1991 to hear and decide submissions on proposed regional plans, proposed variations and proposed plan changes.

## **9 Duration of the Committee**

With reference to clause 30(7) of Schedule 7 to the Local Government Act 2002, Te Upoko Taiao - Natural Resources Plan Committee is not discharged following the next triennial election.

## **10 Review of Committee's terms of reference**

A review of the Committee's terms of reference will be undertaken when the Proposed Natural Resources Plan for the Wellington Region becomes operative or at any time at the Council's discretion.

## **11 Special terms of reference**

- 11.1 A role of the Committee and all members of the Committee is to objectively oversee the development of proposed plans, variations and plan changes in accordance with the requirements of the Resource Management Act 1991. In particular, the Committee must apply the purpose and principles of the Act and section 32 to its decision-making and recommendations.
- 11.2 The Committee may make recommendations to the full Council as to the readiness of plans, variations and plan changes for notification. The Committee must consider the matters raised by Council in respect of any document or parts of a document referred back to it for further consideration.
- 11.3 The Committee, when appointing hearings committees or panels, shall appoint members for their particular skills, attributes or knowledge relevant to the work of the Committee or panel and shall so far as possible ensure that none of the members is open to perceptions or allegations of bias or predetermination.

- 11.4 The role of the non-Councillor members is to apply their particular skills, attributes and knowledge of Māori relationships to land, water and taonga, including knowledge relating to their particular rohe, to assist the committee in carrying out its responsibilities under the Resource Management Act 1991.
- 11.5 It is not the role of any member (elected or otherwise) to represent or advocate for any particular interest.
- 11.6 It is not intended that the participation of non-Councillor members on the Committee be a substitute for any consultation with iwi authorities required under the First Schedule of the Resource Management Act 1991.
- 11.7 The participation of Māori on the Committee is consistent with the Council's obligations under the Local Government Act 2002 to facilitate participation in decision-making.

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## **10. Wairarapa Committee**

### **1 Purpose**

To consider areas and matters of strategic importance to the Wairarapa, and recommend to Council on these matters.

### **2 Specific responsibilities**

The areas for consideration and recommendation to Council include, but are not limited to:

- Flood protection
- Land management
- Biosecurity
- Biodiversity
- Climate
- Public transport
- Natural resource management
- Broader areas of common interest to the territorial authorities and Council.

### **3 Members**

- 3.1 The Councillor elected by the Wairarapa constituency.
- 3.2 Two other Councillors, appointed by Council.
- 3.3 Three other members, appointed by Council as follows:
  - a The Mayor of Carterton District Council
  - b The Mayor of Masterton District Council
  - c The Mayor of South Wairarapa District Council.
- 3.4 Two other members, appointed by Council for each person's skills, attributes or knowledge that will assist the work of the Committee, being:
  - a One member, nominated by Ngāti Kahungunu ki Wairarapa
  - b One member, nominated by Rangitāne ō Wairarapa.

### **4 Alternate members**

- 4.1 For the members in sections 3.1 and 3.2, Council may nominate a pool of up to three alternate Councillors for appointment by Council. If one of those members is unable to attend a meeting any person from this pool may sit at the table, speak and vote in their place.

4.2 Each territorial authority in section 3.3 may nominate an alternate elected member for appointment by Council. If an appointed member is unable to attend a meeting their alternate member may sit at the table, speak and vote in their place.

4.3 Each iwi authority in section 3.4 may nominate an alternate member for appointment by Council. If an appointed member is unable to attend a meeting their alternate member may sit at the table, speak and vote in their place.

## **5 Quorum**

Four members, including two Councillors.

## **6 Voting entitlement**

6.1 All members have equal speaking and voting rights.

6.2 Council's Standing Orders apply to the Committee; except that the Chair, in the case of an equality of votes, does not have a casting vote (and therefore the motion is defeated and the status quo is preserved).

## **7 Servicing**

The Committee is serviced by Greater Wellington.

## **8 Committee consideration**

8.1 Matters of strategic importance to the Wairarapa Constituency (that are proposed for consideration by each of the Climate, Environment, and Transport Committees) shall first be referred to the Wairarapa Committee or its members for their consideration.

8.2 Proposals developed by Wairarapa-focused advisory groups formally established by Council shall be considered by the Committee for direct recommendation to Council for decision.

## **9 Council's decisions on Committee recommendations**

9.1 Council's decisions on the Committee's recommendations are reported to the Committee.

9.2 Where Council makes any decision that is materially different from the Committee's recommendation, Council's report to the Committee will set out the reason/s for that decision.

## **10 Remuneration and expenses**

10.1 The expenses of the elected members shall be met by the council they represent.

10.2 Non-elected members (who are not otherwise being remunerated) may claim Greater Wellington's standard daily meeting attendance allowances and expenses.

**11 Meeting frequency**

The Committee shall meet quarterly, with additional meetings as required.

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## **11. Wellington Regional Strategy (WRS) Committee**

### **1 Objective**

The Wellington Regional Strategy (WRS) Committee is established to implement and develop the WRS, including overseeing the Wellington Regional Economic Development Agency (WREDA) to deliver tourism, events and business growth initiatives in the Wellington Region.

### **2 Specific responsibilities**

The Committee's responsibilities include:

#### **2.1 On behalf of Council, and acting on behalf of all councils in the region:**

- a To take responsibility for overall guidance and further development of the WRS. To provide regional leadership, engage and establish partnerships with key government agencies and non-government agencies involved in economic development, acknowledging that constituent local authorities also have leadership roles within their cities and districts
- b To oversee and monitor the work of WREDA
- c To ensure the WRS continues to be relevant by reviewing economic trends, investigating opportunities for promoting economic growth through growing tourism, promoting major events, attracting and supporting businesses to grow and ensuring the region continues to prosper
- d To approve submissions to external organisations for matters pertaining directly to the committee's responsibilities
- e To recommend a required funding proposal to Council to be consulted on annually, in the course of Council's Annual Plan or Long Term Plan process which will include the proposed amount and allocation of a recommended targeted rate, to be collected by Greater Wellington Regional Council, to fund the existing and new economic development initiatives and the other initiatives outlined in the WRS.

#### **2.2 On behalf of the shareholding councils of WREDA:**

- a To receive and consider the half-yearly and annual reports of WREDA
- b To agree the annual Letter of Expectation to WREDA
- c To receive and consider WREDA's draft statement of intent (SOI) and provide agreed feedback
- d To receive, consider and agree WREDA's final SOI, and if necessary, require modifications to the statement of intent
- e To provide recommendations to the shareholding councils regarding WREDA director appointments and/or removals and WREDA director remuneration.

### **3 Operating principles**

- 3.1 Council has agreed that it will not act independently of the Committee, so that any Committee recommendations that Council is not prepared to accept will be referred back to the Committee for further consideration.
- 3.2 Council and the territorial authorities of the region intend to complete a Multiparty Agreement to record their agreement in regard to the future implementation, governance, and funding of the WRS by Council.
- 3.3 The regional Chief Executives of Greater Wellington, Wellington City Council and the Chair of the Chief Executives' Forum will be the principal advisors to the Committee, after discussion with the wider Chief Executives' Forum.

### **4 Members**

- 4.1 Ten members, appointed by Council as follows:
  - a One Councillor
  - b Four elected members, nominated by Wellington City Council
  - c Four elected members, being one nominated by each of Porirua City Council, Hutt City Council, Kapiti Coast District Council, and Upper Hutt City Council
  - d One elected member, nominated by the three Wairarapa district councils.
- 4.2 The members may be replaced from time to time by the respective councils by providing written notice to Greater Wellington, confirming the amended nomination. The nominees must be elected members of the nominating council.

### **5 Chair**

The Committee appoints the Chair and Deputy Chair.

### **6 Quorum**

- 6.1 Five members, of which one must be the Councillor member and one must be the Chair or Deputy Chair.
- 6.2 When the Committee is meeting to exercise the shareholding councils' responsibilities in terms of the WREDA Shareholders' Agreement (to determine agreed feedback on the draft SOI, to agree the final SOI or require that modifications be made to it) and to recommend director appointments/removals and director remuneration, the quorum specified above shall include two Wellington City Council members.

### **7 Alternate members**

- 7.1 The Councillor member must have an alternate member, who may sit at the table and vote at Committee meetings, in the event of the appointed Councillor member's absence or unavailability.

- 7.2 In the case of the Wellington City Council members, that council may nominate a pool of up to four alternative elected members for appointment. In the event that a Wellington City Council member is unavailable to attend a meeting, any one person from the pool may sit at the table and vote in their place.
- 7.3 Each of the other members are entitled to an alternate member who may sit at the table and vote at Committee meetings, but only in the event that the appointed member is unable to attend.

## **8 Remuneration**

Each council shall be responsible for remunerating its representative on the Committee for the cost of that person's participation in the Committee.

## **9 Term of appointment**

Each member shall be appointed by Council as soon as possible after each local government triennial election, and for a term that expires on the date of the next local government triennial election.

## **10 Standing Orders**

Council's Standing Orders are adopted, subject to the inclusion of the following provisions:

### **10.1 Voting**

The acts of the Committee must be done, and questions before the Committee must be decided, at a meeting by vote. Each member will have one equal vote and decisions will be made by simple majority.

### **10.2 Chair voting**

The Chair or other person presiding at a meeting:

- a. Has a deliberative vote; and
- b. In the case of an equality of votes, does not have a casting vote (and therefore the act or question is defeated and the status quo is preserved).

## **11 Delegations**

Each shareholding council will delegate to its representative(s), and alternate(s) appointed to the Committee, the responsibility and powers of that shareholding council with regard to WREDA's draft and final SOI.

## **12 Duration of the Committee**

In accordance with clause 30(7) of Schedule 7 to the Local Government Act 2002, the WRS Committee is not deemed to be discharged following each triennial election.

## **12. Hutt Valley Flood Management Subcommittee**

(A subcommittee of the Environment Committee)

### **1 Purpose**

To oversee development, implementation and review of Floodplain Management Plans (FMPs) for the Te Awa Kairangi/Hutt River floodplain.

### **2 Specific responsibilities**

- 2.1 Oversee the development and review of FMPs for the Te Awa Kairangi/Hutt River floodplain, for consideration by the Environment Committee.
- 2.2 Oversee the public involvement process during development or review of FMPs for the Te Awa Kairangi/Hutt River floodplain.
- 2.3 Review periodically the effectiveness of implementation and delivery of FMPs for the Te Awa Kairangi/Hutt River floodplain, and recommend any changes to the Environment Committee.

### **3 Members**

- 3.1 The three Councillors elected by Te Awa Kairangi ki Tai/Lower Hutt constituency.
- 3.2 The Councillor elected by Te Awa Kairangi ki Uta/Upper Hutt constituency.
- 3.3 Six members, appointed by Council, as follows:
  - a Two elected members of Hutt City Council, nominated by that council
  - b Two elected members of Upper Hutt City Council, nominated by that council
  - c Two members, appointed for each person's skills, attributes, or knowledge that will assist the work of the Subcommittee, being:
    - i One member, nominated by the Port Nicholson Block Settlement Trust
    - ii One member, nominated by the Toa Rangatira Trust.
- 3.4 Such other members, appointed by the Environment Committee on the Subcommittee's nomination, for each person's skills, attributes, or knowledge that will assist the work of the Subcommittee.

### **4 Chair**

Council appoints the Chair from the four Councillor members.

### **5 Quorum**

Two Councillors, one Hutt City Council member, and one Upper Hutt City Council member.

## **6 Voting entitlement**

- 6.1 All members have equal speaking and voting rights.
- 6.2 The Chair has a deliberative vote; and, in the case of an equality of votes, has a casting vote.

## **7 Servicing and Standing Orders**

- 7.1 The Subcommittee is serviced by Greater Wellington.
- 7.2 Council's Standing Orders apply to the Subcommittee, with no provision for alternate members.

## **8 Remuneration and expenses**

- 8.1 Elected members' remuneration and expenses are met by the council they represent.
- 8.2 Non-elected members (who are not otherwise remunerated) may claim Greater Wellington's standard daily meeting attendance allowances and expenses.

## **9 Meeting frequency and dissolution**

- 9.1 The Subcommittee meets as required.
- 9.2 The Subcommittee may recommend its dissolution to the Environment Committee.



### **13. Ara Tahi (An advisory body to Council)**

#### **1 Purpose**

To influence and guide Council's decision making and uphold the Memorandum of Partnership.

#### **2 Specific responsibilities**

- 2.1 Develop an Ara Tahi Strategic Plan and work programme.
- 2.2 Monitor the progress and achievements of the Ara Tahi work programme.
- 2.3 Review the Ara Tahi Strategic Plan every three years.
- 2.4 Maintain an overview of the review of the Memorandum of Partnership every three years.
- 2.5 Provide a forum for collective discussions and action on matters of strategic importance to the region.
- 2.6 Oversee matters pertaining to the partnership between mana whenua and Council.
- 2.7 By invitation from Council, nominate persons on the basis of their skills and experience, for appointment by Council to Council committees, as one means of providing opportunities for Māori to contribute to Council's decision-making processes and provide advice to Council on the delivery of Council's recognition and respect of the Crown's Treaty obligations<sup>9</sup>.
- 2.8 Enable separate mana whenua caucus opportunities at the end of planned meetings, as required.

#### **3 Members**

- 3.1 Up to 12 non-Councillor members, being a maximum of two members nominated and mandated by each iwi signatory to the Memorandum of Partnership.
- 3.2 Two Councillors, appointed by Council, and the Chief Executive.

#### **4 Chair**

- 4.1 At the commencement of each triennium, Ara Tahi elects a Chair from its members.
- 4.2 The Chair serves for the duration of the triennium, unless:
  - a The Chair resigns
  - b A new Chair is elected, following a demand for an election signed in writing by Ara Tahi members from at least four of the mana whenua partner organisations represented on Ara Tahi.

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<sup>9</sup> *Memorandum of Partnership 2013, page 4.*

4.2 Nominations for the Chair:

- a Are submitted and endorsed by a partner to the Memorandum of Partnership<sup>10</sup>
- b Include the name/s of the individual nominating the candidate and the nominee (if these are different, as members can nominate themselves), and a brief profile statement
- c Are submitted to Te Pou Whakarae by email or post by 5pm Friday, three weeks prior to the first Ara Tahi planned meeting after the triennial elections.

4.3 Te Hunga Whiriwhiri will distribute nominee information to members at least one week prior to the first Ara Tahi planned meeting.

4.4 Members will:

- a Vote for the Chair at the first Ara Tahi planned meeting
- b Cast a single vote on behalf of the agency or entity that nominated them or that they represent. For the avoidance of doubt, this means there will be a total of six mana whenua votes and one Councillor vote cast. No proxy votes are allowed
- c Vote either by a show of hands or a secret ballot. The request by one member for a secret ballot is sufficient to instigate this method.

4.5 If a secret ballot is used, one of the Councillor members will receive and tally the votes and announce the results.

4.6 If no nominations are received for Chair, the previous Chair will be invited to continue in the role.

4.7 The Chair:

- a Starts the term effective immediately
- b Presides at all meetings of Ara Tahi
- c Is supported by Te Hunga Whiriwhiri
- d Is eligible to an annual honorarium as determined and approved by Council.

4.8 If the Chair is unable to attend a meeting, the members will appoint a presiding member from amongst the members present.

## 5 Quorum

Representatives from at least four mana whenua entities, plus one Councillor member.

## 6 Decision making and voting entitlement

6.1 Decision making is by consensus.

6.2 If a vote is required, decisions are made by majority.

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<sup>10</sup> *Memorandum of Partnership* 2013. For a list of mana whenua partners, refer to page 2

- 6.3 Members will cast a single vote on behalf of the agency or entity that nominated them or that they represent. For the avoidance of doubt, this means there will be a total of six mana whenua votes and one Councillor vote cast. No proxy votes are allowed.
- 6.4 The Chair does not have a casting vote.

## **7 Remuneration**

The non-Councillor members are each eligible to claim a meeting fee of \$400 (inclusive of travel and preparation time).

## **8 Meeting frequency and life of Ara Tahi**

- 8.1 Ara Tahi:
- a Meets at least quarterly according to the agenda demands, and more often as negotiated and agreed
  - b Continues as long as it achieves its purpose.
- 8.2 Council may disestablish Ara Tahi, on the unanimous recommendation of Ara Tahi.

## **9 Review/evaluation**

Ara Tahi supports a process of continuous improvement and will undertake a self-review every second year to identify any areas of improvement or refinement.

## **14. Farming Reference Group** (An advisory body to the Environment Committee)

### **1 Purpose**

To provide advice, information and recommendations on matters concerning Greater Wellington's functions as these relate to the well-being of the Wellington Region's farming communities.

### **2 Objectives**

2.1 To promote, demonstrate and encourage the sustainable management of the Wellington Region within a framework of environmental and economic sustainability as it relates to the following issues:

- a Soil conservation
- b Flood protection
- c Plant and animal pests
- d Climate change
- e Nutrient management
- f Biodiversity protection and enhancement
- g Riparian management.

2.2 To provide a forum to consider and provide advice on farming matters during the development of the Wellington Region's Natural Resources Plan.

2.3 To provide a forum to consider and provide advice on matters related to Greater Wellington's other functions as these affect the farming communities within the Wellington Region.

2.4 To establish robust and enduring partnerships between Greater Wellington and the Wellington Region's farming communities and stakeholders.

### **3 Reporting**

The Farming Reference Group (the Group) shall report to the Environment Committee on matters that the Group considers warrant consideration by Council.

### **4 Members**

Up to ten persons appointed by Council, as follows:

- a Two Councillors
- b Up to eight persons, nominated on the basis of their experience and skills relevant to the Group and their networks in the Wellington Region's farming sector community.

## **5 Chair**

Once all members are appointed, Council appoints the Chair from the Group's non-Councillor members.

## **6 Quorum**

At least 50 percent of the members.

## **7 Term of appointment**

A member's term of appointment ceases:

- a At the end of the 2019-22 triennium.
- b If the member resigns or misses two consecutive meetings without tendering an apology.

## **7 Remuneration and expenses**

Members (who are not otherwise being remunerated) may claim Greater Wellington's standard daily meeting fee and mileage allowances and expenses.

## **8 Meeting procedure and frequency**

- 8.1 All members have equal speaking and voting rights (one vote per member).
- 8.2 The Group meets up to six times each year, with additional meetings arranged, as required.

## **9 Status**

The Farming Reference Group is an advisory body established by Council. It does not form part of Council's sub-ordinate governance structure.

## **10 Duration of the Farming Reference Group**

In the absence of Council's prior decision to continue the Group in the next triennium, the Group is dissolved at the end of the 2019-22 triennium.

## **15. Lower Ruamahanga Valley Floodplain Management Advisory Committee**

(An advisory committee to the Wairarapa Committee)

### **1 Purpose**

1.1 Provide oversight of the development, implementation and review of the Lower Wairarapa Valley Development Scheme and floodplain management plans (FMPs) for the Lower Ruamahanga Valley floodplains in a way which:

- a Recognises the need of the community to mitigate the effects of flooding to an acceptable level of risk and in a sustainable way
- b Recognises that flood risk cannot be completely eliminated and that provisions must be implemented to handle residual risk
- c Recognises that methods chosen to mitigate the effects of flooding must be affordable
- d Balances the priorities of Council in funding flood mitigation methods with the aspirations and contribution of the local community for implementation of the methods and ensures that any flood management solutions chosen can be accommodated within the funding constraints of Council's Long Term Plan
- e Ensures that methods adopted through FMPs to mitigate the effects of flooding consider the river/stream environment, recognising the unique nature and the role that rivers/streams play in the lives of the community.

1.2 Provide oversight of the public involvement process for FMPs within a framework recommended by the Lower Ruamahanga Valley Floodplain Advisory Committee (the Advisory Committee) that:

- a Ensures that the information base held by the community is made available to decision makers when appropriate
- b Enhances community awareness of FMPs
- c Develops public confidence in the process of FMPs
- d Develops and maintains a network of contacts and mechanisms which can be used to provide community input required for FMPs and to obtain that input when appropriate.

### **2 Status of the Advisory Committee**

The Advisory Committee is an advisory body established by Council. The Advisory Committee is not a subordinate decision making body of Council and is not a committee under the Local Government Act 2002.

### **3 Members**

3.1 Two Councillors, being the Councillor elected by the Wairarapa Constituency and the Chair of the Environment Committee.

3.2 Eleven members, appointed by Council, as follows:

- a One member, being an elected member of the South Wairarapa District Council, nominated by that council
- b Eight members, nominated by the local scheme committees
- c One member, nominated by Ngati Kahungunu ki Wairarapa
- d One member, nominated by Rangitāne ō Wairarapa.

3.3 Such other members, appointed by the Wairarapa Committee, on the nomination of the Advisory Committee, who have the necessary skills, attributes or knowledge that will assist the work of the Advisory Committee.

#### **4 Chair**

Council appoints the Chair on nomination of the Advisory Committee.

#### **5 Quorum**

At least 50 percent of the members, including one Council Advisory Committee member.

#### **6 Alternate members**

No alternate members/proxies are permitted.

#### **7 Voting entitlement**

All members have equal voting and speaking rights.

#### **8 Reporting and servicing**

The Advisory Committee reports to the Wairarapa Committee, and is serviced by Greater Wellington.

#### **9 Remuneration and expenses**

9.1 Elected members' remuneration and expenses are met by the council they represent.

9.2 Non-elected members (who are not otherwise remunerated) may claim Greater Wellington's standard daily meeting attendance allowances and expenses.

9.3 Provided the Chair is not an elected member of a council, the Chair shall also be eligible to receive an annual taxable honorarium of \$5,000 (in addition to Greater Wellington's standard daily meeting attendance allowances and expenses).

**10 Meeting frequency and life of the Advisory Committee**

- 10.1 The Advisory Committee shall meet as required and may, by resolution, recommend its dissolution to the Wairarapa Committee.
- 10.2 In the absence of a prior decision made by Council to continue the Advisory Committee in the next triennium, the Advisory Committee will dissolve at the end of the 2019-22 triennium.

DRAFT



## **16. Ruamāhanga Whaitua Committee<sup>11</sup>**

### **1 Purpose and function**

To advise Te Upoko Taiao – Natural Resources Plan Committee and Greater Wellington officers as the regulatory components of the Ruamāhanga Whaitua Implementation Programme (WIP) are integrated into the Proposed Natural Resources Plan (proposed Plan).

### **2 Specific responsibilities**

Advise whether the direction and intent of the recommendations in the WIP are being appropriately developed into the proposed Plan provisions.

### **3 Status of the Ruamāhanga Whaitua Committee**

The Committee is an advisory body established by Council. The Committee is not a subordinate decision-making body of Council and is not a committee under the Local Government Act 2002.

### **4 Members**

#### **5.1 Council shall appoint:**

- a Two members, being one elected member and one appointed member of Te Upoko Taiao – Natural Resources Plan Committee (to represent Council's interests and act as a voice for that committee)
- b One member nominated by each iwi authority whose rohe falls entirely or partly within the whaitua boundary, to represent the interests of that tangata whenua group
- c One elected member of each territorial authority operating within the whaitua boundary, nominated by that territorial authority
- d Up to seven community members from a range of backgrounds and interests related to land and water management within the community. Council may approve additional members if it determines these are needed to ensure appropriate balance.

5.4 Each community member must also reflect the interests of a wider group within the community and have the skills, experience and knowledge to relay information between the Committee and different sectors within the community.

### **7 Chair**

The full Committee determines the Chair from its members.

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<sup>11</sup> Council initially adopted these terms of reference on 16 August 2018 to specify a role for the Ruamāhanga Whaitua Committee (the Committee), following the submission of the Ruamāhanga Whaitua Implementation Programme to Council.

## **8 Quorum**

At least 50 percent of members.

## **9 Alternate members**

No alternate members/proxies are permitted.

## **10 Committee meetings**

10.1 The Committee will meet as required.

## **11 Remuneration**

11.1 Elected members' remuneration and expenses are met by the council they represent.

11.2 All non-elected members are eligible to receive Greater Wellington's standard daily meeting attendance allowances and expenses.

## **12 Duration of the Ruamāhanga Whaitua Committee**

12.1 The Committee exists for the duration of the development of the regulatory components of the WIP to be incorporated into the Proposed Natural Resources Plan.

12.2 The Committee ceases to exist upon notification of the associated plan change/variation through the Resource Management Act Schedule 1 process.

## **17. Waiohine FMP Steering Group** (A project group reporting to the Wairarapa Committee)

### **1 Purpose**

- 1.1 To oversee completion of a Waiohine Floodplain Management Plan (Waiohine FMP), including making recommendations to the Wairarapa Committee<sup>12</sup> on the following:
  - a Areas of refinement and a preferred option to guide revision of the draft Waiohine FMP
  - b A proposed Waiohine FMP that will form the basis for further consultation with the Greytown / Carterton community
  - c A process for engaging with the community on the proposed FMP.
- 1.2 The management of the existing river scheme and the implementation of the Waiohine FMP sit outside the remit of the Waiohine FMP Steering Group (the Steering Group).

### **2 Specific responsibilities**

- 2.1 Familiarise itself with the work undertaken to date on the Waiohine FMP
- 2.2 Oversee and contribute to the scoping of viable options for the project and recommend a preferred option
- 2.3 Request and test relevant evidence-based advice and/or technical information received from the Project Team, and resolve/mediate any conflicting advice supplied
- 2.4 Ensure the work of the Project Team delivers a comprehensive, long-term and sustainable solution for the Waiohine River and the people who occupy its floodplain
- 2.5 Develop and implement a communication strategy to facilitate effective engagement with the Waiohine Action Group, the wider Greytown / Carterton communities, and the general public on the proposed Waiohine FMP
- 2.6 Identify and manage potential and relevant project risks.

### **3 Status of the Steering Group**

The Steering Group is an advisory body established by Council (on recommendation of the Wairarapa Committee). The Steering Group is not a sub-ordinate decision making body of Council, and is not a committee or subcommittee under the Local Government Act 2002.

### **4 Members**

- 4.1 Two members appointed by the Carterton District Council, of which once must be an elected member of that Council.

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<sup>12</sup> Recommendations on the Waiohine FMP, made by the Wairarapa Committee to Council, do not require consideration by the Environment Committee prior to the decision being made by Council. Council retains the final decision on the adoption or otherwise of a Waiohine FMP.

- 4.2 Two members appointed by the South Wairarapa District Council., of which one must be an elected member of that Council.
- 4.3 Two members, being elected members of Council.
- 4.4 Two members to represent the Waiohine Action Group (one of whom will be the Waiohine Project Team Chair).
- 4.5 One member to represent Ngati Kahungunu ki Wairarapa.
- 4.6 One member to represent Rangitane ō Wairarapa.

## **5 Appointment**

Members of the Steering Group are appointed directly by the organisation that they represent.

## **6 Chair**

The Steering Group appoints the Chair.

## **7 Quorum**

Six members.

## **8 Consensus**

The Steering Group will strive to make decisions on matters by consensus. Where a consensus cannot be achieved on a particular matter, each member has a deliberate vote and the Chair does not have a casting vote.

## **9 Reporting and servicing**

The Steering Group reports to the Wairarapa Committee, and is serviced by Greater Wellington.

## **10 Remuneration and expenses**

- 10.1 The expenses of elected members shall be met by the council they represent.
- 10.2 Non-elected members (who are not otherwise remunerated) may claim Greater Wellington's standard daily meeting attendance allowances and expenses.

## **11 Meeting frequency and life of the Steering Group**

- 11.1 The Steering Group meets as required.
- 11.2 The Steering Group ceases to exist when Council has made a decision on the Waiohine FMP recommended by the Wairarapa Committee, or when the Council determines.

## 18. Wellington Region Climate Change Working Group

### 1 Purpose

To provide a forum through which councils and mana whenua from across the Wellington Region can network, discuss issues, share information and (where appropriate) achieve a consistent approach across all jurisdictions on climate change **mitigation** (reducing greenhouse gas emissions) and **adaptation** (preparing for impacts such as sea level rise, drought and enhanced natural hazards effects).

### 2 Objectives

- 2.1 Provide a forum for the region's councils and mana whenua to network, discuss issues, share information and build capability.
- 2.2 Provide a regional forum for dialogue with stakeholders.
- 2.3 Oversee strategies, plans, research and initiatives being implemented or developed by councils within the region<sup>13</sup> and (where appropriate) align these activities to achieve greater consistency and efficiency
- 2.4 Utilise the full range of skills and capabilities available in the region's local authorities, and amongst other organisations, to address the economic, social, environmental and cultural opportunities and consequences related to climate change
- 2.5 Initiate joint projects/initiatives/campaigns that impact on, or require the active involvement of, more than one local authority (e.g., by sharing capacity, budgets or having a joint steering committee)
- 2.6 Enable the development of regionally consistent recommendations that could be considered and adopted by each council individually (within a timeframe that meets individual councils' needs)
- 2.7 Act as a reference group to ensure consistent, integrated and coherent messaging for climate change-related outreach and awareness-raising activities
- 2.8 Provide a platform for joint advocacy and leadership – enabling Wellington Region's councils to speak with one voice when appropriate<sup>14</sup> (for example by advocating to central government through the preparation of joint submissions on policy proposals)
- 2.9 Enable the development and dissemination of joint communications to the public.

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<sup>13</sup> Including the climate change-related work progressed through the Regional Natural Hazards Management Strategy.

<sup>14</sup> This approach would be consistent with that set out in Local Government New Zealand's *Local Government Leaders Climate Change Declaration 2017*.

### **3 Background**

- 3.1 Councils in the Wellington Region are addressing a broad range of climate change-related issues, with individual councils implementing initiatives designed to reduce emissions and adapt to the impacts of a changing climate.
- 3.2 At a meeting in August 2017, representatives from councils across the region agreed that each council would benefit from participating in a regional working group that would provide coordination, facilitate joined up action, and enable consistent leadership, advocacy and communications in relation to climate change.

### **4 Members**

- 4.1 An elected member from each council in the Wellington Region<sup>15</sup>.
- 4.2 Three mana whenua representatives from Ara Tahi<sup>16</sup>.

### **5 Alternate members**

Each council may nominate an alternate elected member. This alternate may sit at the table, speak, and vote at Working Group meetings; but only if the related elected member is unable to attend.

### **6 Arrangements**

- 6.1 The Working Group is a collaborative group of representatives from each of the councils in the Wellington Region and mana whenua. It is not a joint committee under the Local Government Act 2002, and any recommendations of the Working Group are for consideration by each council<sup>17</sup>.
- 6.2 Servicing of the Working Group is shared across the councils of the region, including arranging and hosting meetings on a roster basis.
- 6.3 The Working Group meets four times a year, on a quarterly basis.
- 6.4 The Working Group will agree at the beginning of each calendar year where and when meetings are to be held. At any time during the year, a member of the Working Group or a council officer can recommend that the meeting date or location should change. The request will need to receive support from the majority of members to change.

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<sup>15</sup> Greater Wellington Regional Council; Wellington City Council; Hutt City Council; Upper Hutt City Council; Porirua City Council; Kapiti Coast District Council; Masterton District Council; Carterton District Council; and South Wairarapa District Council.

<sup>16</sup> Ara Tahi is a leadership forum comprising Council and its six mana whenua partners, who meet to discuss strategic issues of mutual interest. Ara Tahi members comprise two representatives from each mana whenua authority, two Councillors, and Greater Wellington's Chief Executive. Council will appoint up to three of these representatives to the Working Group, with each representing one of: East Coast - Wairarapa; West Coast - Otaki to Porirua; Central - Wellington and Hutt Valley. Ara Tahi representatives are entitled to receive Greater Wellington's standard daily meeting fee and mileage allowances for each meeting they attend.

<sup>17</sup> Including any consultation process that is appropriate to that council.

## **7 Participation**

- 7.1 The representatives of each council, or their alternates, will attend meetings and participate in activities relevant to their respective councils. These members will report to their respective councils about the Working Group's activities and will champion recommendations as appropriate to their council.
- 7.2 Ara Tahi representatives will attend meetings and participate in activities relevant to their allocated area (East Coast - Wairarapa; West Coast - Otaki to Porirua; Central - Wellington and Hutt Valley). These representatives will report to Ara Tahi and will champion recommendations as appropriate to their allocated area.
- 7.3 When relevant, additional councillors from each council and/or representatives of the six mana whenua partners represented by Ara Tahi are welcome to attend meetings.
- 7.4 Relevant stakeholder groups can be invited to attend meetings.

## **8 Chair**

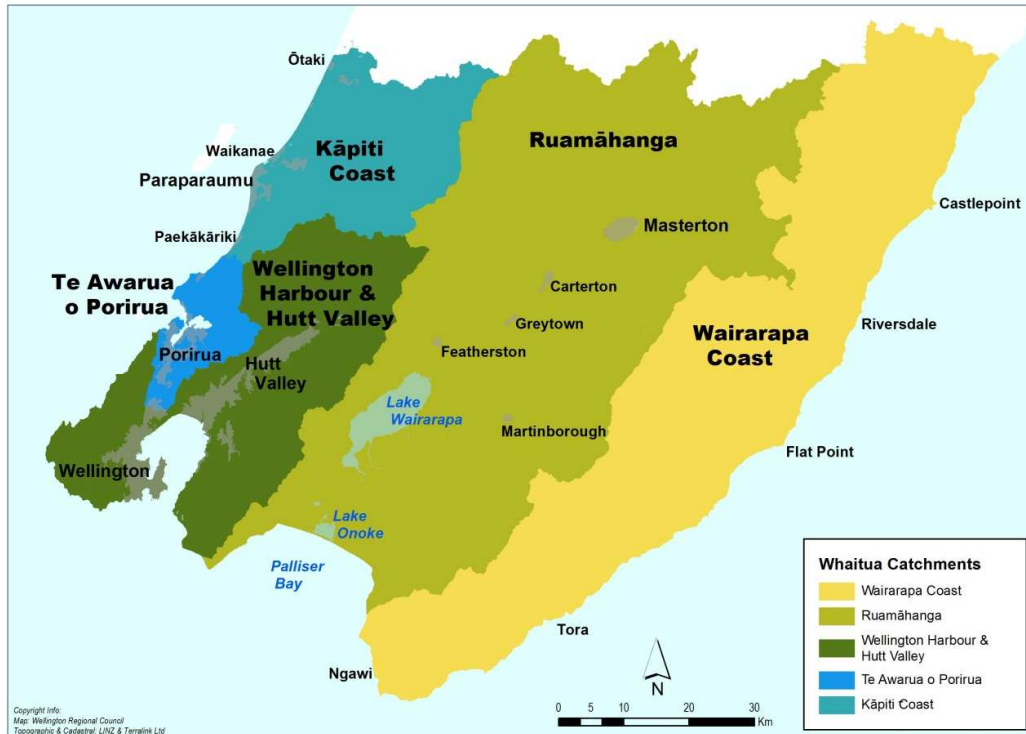
- 8.1 The Working Group elects a Chair and Deputy Chair from its members.
- 8.2 A new Chair and Deputy Chair are elected at least once every triennium, following local government elections.

## **9 Administrative support**

- 9.1 Each council will ensure that its representatives participating in the Working Group are sufficiently supported by officers from their council. Greater Wellington will support the Ara Tahi representatives.
- 9.2 Each council will provide reports and advice to the Working Group as required.
- 9.3 For meetings:
  - a Secretariat support (i.e. developing the agenda and associated content) is provided by Greater Wellington
  - b Administrative support (i.e. venue, catering and logistical support) is provided by the host council.

## 19. Whaitua Te Whanganui-a-Tara Committee

‘Whaitua’ is a traditional Te Reo Māori term for a designated area. The Regional Plan utilises the word ‘whaitua’ to describe a catchment or sub-catchment (zone) managed as an integrated system. The area of the Whaitua Te Whanganui-a-Tara Committee (the Whaitua Committee) is shown on the map below:



### 1 Purpose and function

1.1 To facilitate community and stakeholder engagement in the development of a Whaitua Implementation Programme (WIP). A WIP is a non-statutory report to Council that will contain recommendations for specific plan provisions and work programmes for the integrated management of land and water resources within the whaitua boundary. The WIP may contain both regulatory and non-regulatory proposals.

1.2 The Whaitua Committee will operate in partnership with mana whenua and develop recommendations guided by the five principles created as part of the Regional Plan Review process:

- Ki uta ki tai – interconnectedness
- Wairuatanga – identity
- Kaitiakitanga – guardianship



- To matou whakapono – judgement based on knowledge
- Mahitahi – partnership (co-operative).

## **2 Status of the Whaitua Te Whanganui-a-Tara Committee**

The Whaitua Committee is an advisory body established by Council. The Whaitua Committee is not a subordinate decision-making body of Council and is not a committee under the Local Government Act 2002.

## **3 Specific responsibilities**

3.1 Develop a WIP that will outline regulatory and non-regulatory proposals for integrated land and water management within their whaitua boundary, including measures to implement the National Policy Statement for Freshwater Management.

3.2 Include in this WIP:

- a An assessment of region wide objectives contained in the proposed or operative regional plan, as they relate to the whaitua
- b Specific whaitua objectives for water quality and quantity outcomes
- c Discharge limits, including for sediment, nutrients and other contaminants if appropriate, including setting timeframes and priorities, and management methods, to achieve freshwater and coastal objectives
- d An assessment of, and recommendations to alter, existing water allocation limits, to achieve identified objectives for the whaitua
- e Identification of mana whenua values and interests in the harbour and fresh water, and how these might be reflected in the regional plan
- f Programmes or activities that will support or contribute to the achievement of the established objectives for water quality and quantity outcomes, including such tools as environmental accords and post-settlement arrangements and,
- g Opportunities for the active integration of existing programmes and plans to achieve the objectives and targets for water quality and quantity outcomes.

3.3 Consider, in developing the WIP, the following:

- a Identification of the land and water issues, challenges, and opportunities for the whaitua
- b Identification of a vision of the future of land and water management for the whaitua
- c Management of stormwater and wastewater infrastructure
- d Management of urban development
- e Interactions between groundwater and surface water, fresh water, land use and coastal environments.

- 3.4 Work within the ambit of the following (when developing objectives, targets, limits and activity programmes):
- a Resource Management Act 1991
  - b New Zealand Coastal Policy Statement 2010
  - c National Policy Statement for Freshwater Management 2017
  - d Regional Policy Statement 2013
  - e National Environmental Standards for Sources of Human Drinking Water 2007
  - f Soil Conservation and Rivers Control Act 1941
  - g Local Government Act 2002
  - h Any other document referred to the Committee by Te Upoko Taiao – Natural Resources Plan Committee, the Environment Committee, or the General Manager, Environment Management.
- 3.5 Recommend to Council that regulatory proposals within the WIP be referred to Te Upoko Taiao – Natural Resources Plan Committee for incorporation into the Regional Plan through a plan change process.
- 3.6 Recommend to Council that the non-regulatory proposals within the WIP be further developed within Greater Wellington and in conjunction with relevant external organisations. These proposals will also be considered in the development of Council's next Long Term Plan.

#### **4 Council consideration of proposals in the WIP**

- 4.1 Council is responsible for reviewing and approving regulatory proposals in the WIP, including ensuring consistency with relevant statutory requirements.
- 4.2 Council will, in conjunction with relevant external organisations (including local and iwi authorities), consider non-regulatory options put forward in the WIP
- 4.3 If Council is not prepared to accept any specific elements of the regulatory proposals within the WIP, Council will refer those specific elements back to the Whaitua Committee for its further consideration.

#### **5 Members**

- 5.1 Council shall appoint:
- a Two Councillors
  - b Two non-Councillor members of Te Upoko Taiao – Natural Resources Plan Committee to act as a voice for that committee
  - c One member nominated by each iwi authority whose rohe falls entirely or partly within the whaitua boundary, to represent the interests of that mana whenua group

- d One elected member of each territorial authority operating within the whitua boundary (being Wellington City Council, Hutt City Council and Upper Hutt City Council), nominated by that territorial authority
  - e Up to eight community members from a range of backgrounds and interests related to land and water management within the community, and a commitment to achieving consensus decision making. Council may approve additional members if it determines these are needed to ensure appropriate balance.
- 5.2 In determining the composition of the community members of the Whitua Committee, consideration shall be given to balancing the following land and water management values:
- a Indigenous biodiversity/environmental values
  - b Mana whenua values
  - c Recreational values
  - d Wider economic development interests
  - e Urban ratepayer interests
  - f Mātāwaka interests
  - g General community interests
  - h Incorporating existing structures/programmes and how they will be represented
  - i Infrastructure interests
  - j Commercial interests.
- 5.3 To be eligible for appointment to a Whitua Committee, a community nominee must either live in, or be able to demonstrate a close connection with, the whitua.
- 5.4 Each community member must also reflect the interests of a wider group within the community and have the skills, experience and knowledge to relay information between the Whitua Committee and the community.

## **6 Staff eligibility**

Greater Wellington officers cannot be Whitua Committee members.

## **7 Co-Chairs**

- 7.1 Once all members are appointed, the Whitua Committee shall appoint two Co-Chairs:
- a One from the mana whenua members
  - b One from the community members.

## **8 Quorum**

At least 50 percent of the members.

## **9 Alternate members**

No alternate members/proxies are permitted.

## **10 Committee meetings and workshops**

10.1 The Whaitua Committee will meet around ten times a year for a full day, with workshops and additional meetings as required. At times, the workload will be significantly higher.

10.2 The Whaitua Committee will engage regularly with the wider community. This is a significant time commitment, in addition to the meetings and workshops.

## **11 Reporting**

The Whaitua Committee will update, at least quarterly, both the Environment Committee and Te Upoko Taiao - Natural Resources Plan Committee on its work.

## **12 Consensus**

Decisions on the recommendations proposed within the WIP are made by consensus.

## **13 Remuneration**

13.1 Elected members' remuneration and expenses for participating in the Whaitua Committee are met by the council they represent.

13.2 All non-elected members are eligible to receive:

- a Greater Wellington's standard mileage allowances or reimbursement of travel expenses
- b An annual taxable honorarium, as follows:
  - i Member (excluding the Chair) - \$10,000 each
  - ii Co-Chair (only if the Co-Chair is a non-Councillor member) - \$15,000 each.

## **14 Duration of the Whaitua Te Whanganui-a-Tara Committee**

The Whaitua Committee exists for the duration of the development and completion of the WIP, and ceases to exist when Council has made decisions on regulatory proposals within the WIP.

**Council**  
**12 December 2019**  
**Report 19.498**



**For Decision**

## **PROPOSED MEETING SCHEDULE FOR THE 2020 CALENDAR YEAR**

### **Te take mō te pūrongo**

#### **Purpose**

1. For Council to adopt the meeting schedule for Council and committees for the 2020 calendar year.

### **He tūtohu**

#### **Recommendations**

That the Council:

- 1 **Adopts** the meeting schedule for Council and committees for the 2020 calendar year as outlined in [Attachment 1](#) - Proposed meeting schedule for 2020 calendar year.
- 2 **Notes** that the schedule does not include meetings of advisory bodies or external organisations to which Councillors have been appointed.
- 3 **Authorises** the Kaiwhakahaere Matua/Manager, Democratic Services, to circulate the adopted meeting schedule to key stakeholders and to modify the meeting schedule as, and when, required.

### **Te horopaki**

#### **Context**

2. Clause 19(6) of Schedule 7 to the Local Government Act 2002 provides for Council to adopt a schedule of meetings for Council and its committees. Near the end of each calendar year, a proposed schedule of meetings of Council and committees for the coming year is compiled and presented to Council for adoption.

### **Te tātaritanga**

#### **Analysis**

3. The proposed schedule for the 2020 calendar year includes Council and Council committees and subcommittees. It does not include advisory bodies and external organisations.
4. The Council and committee programme is organised on the basis of meetings being held on Tuesdays and Thursdays. Council and committees of the whole are scheduled to meet on Thursdays. Other committees are generally scheduled to meet on Tuesdays; these committees have smaller memberships. Committees with similar memberships

are generally scheduled on the same day to minimise the number of days that councillors need to come in for meetings.

**Ngā hua ahumoni**  
**Financial implications**

5. There are no financial implications.

**Te huritao ki te huringa o te āhuarangi**  
**Consideration of climate change**

6. The matters requiring decision in this report were considered by officers in accordance with the process set out in Greater Wellington's *Climate Change Consideration Guide*.

***Mitigation assessment and adaptation assessments***

7. The matters addressed in this report are of a procedural nature, and there is no need to conduct climate change assessments.

**Ngā tikanga whakatau**  
**Decision-making process**

8. The matters requiring decision in this report were considered by officers against the decision-making requirements of Part 6 of the Local Government Act 2002.

**Te hiranga**  
**Significance**

9. Officers considered the significance (as defined by Part 6 of the Local Government Act 2002) of the matters for decision, taking into account Council's *Significance and Engagement Policy* and *Decision-making Guidelines*. Officers recommend that the matters are of low significance given their procedural nature.

**Te whakatūtakitaki**  
**Engagement**

10. Proposed meeting dates for committees with an external membership were circulated to the relevant territorial authorities and the NZ Transport Agency to avoid meeting clashes.
11. The proposed meeting dates of the Council and local district health boards were exchanged to minimise the potential for meeting clashes.

**Ngā tūāoma e whai ake nei**  
**Next steps**

12. Once Council has adopted the meeting schedule for the 2020 calendar year, the meetings will be publicly notified in *The Dominion Post* and *Wairarapa Times-Age*, and published on Greater Wellington's website. This is in accordance with the requirements

of the Local Government Official Information and Meetings Act 1987 and Council's Standing Orders.

13. The Kaiwhakahaere Matua/Manager, Democratic Services will arrange for the circulation of the adopted schedule to key stakeholders, and will update the schedule as, and when, required.

**Ngā āpitihanga  
Attachment**

Number	Title
1	Proposed meeting schedule for 2020 calendar year

**Ngā kaiwaitohu  
Signatories**

Writer	Lucas Stevenson – Kaitohutohu/Advisor, Democratic Services
Approvers	Francis Ryan – Kaiwhakahaere Matua/Manager, Democratic Services Luke Troy – Kaiwhakahaere Matua Rautaki/General Manager Strategy

<b>He whakarāpopoto i ngā huritaonga Summary of Consideration</b>
<b><i>Fit with Council's role or Committee's Terms of Reference</i></b> Council can determine the schedule for its own meetings and those of its committees. Council adopts the terms of reference for each of the committees. The Terms of Reference outline the minimum meeting requirements for each committee, with provision to hold more meetings as, and when, required.
<b><i>Implications for Māori</i></b> There are no known impacts for mana whenua.
<b><i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i></b> There are no implications for the Annual Plan or other key planning/strategic documents.
<b><i>Internal consultation</i></b> Councillors and relevant officers were consulted during the development of the 2020 meeting schedule.
<b><i>Risks and impacts: legal / health and safety etc.</i></b> There are no risks.



**Proposed meeting schedule for the 2020 calendar year**

<b>Council / Committee</b>	<b>Date</b>
Council <i>9.30am</i>	27 February, 9 April, 21 May, 11 June (1.30pm), 25 June, 20 August, 24 September, 29 October, 10 December
Climate Committee <i>1.30pm</i>	24 March, 23 June, 22 September, 8 December
Chief Executive Employment Committee <i>1.30pm</i>	13 February, 5 May, 4 August
Environment Committee <i>9.30am</i>	13 February, 26 March, 7 May, 11 June, 6 August, 10 September 15 October, 26 November
Finance, Risk and Assurance Committee <i>9.30am</i>	25 February, 12 May, 11 August, 20 October, 3 December (1.30pm)
Hutt Valley Flood Management Subcommittee <i>4.30pm</i>	20 February, 26 March, 7 May, 18 June, 6 August, 10 September, 15 October, 26 November
Regional Transport Committee <i>10.00am</i>	18 February, 7 April, 9 June, 8 September, 24 November
Te Upoko Taiao – Natural Resources Plan Committee <i>9.30am</i>	24 March, 23 June, 22 September, 8 December
Transport Committee <i>9.30am</i>	20 February, 2 April, 14 May, 18 June, 13 August, 17 September, 22 October, 3 December
Wairarapa Committee <i>10.00am</i>	31 March, 16 June, 15 September, 1 December
Wellington Regional Strategy Committee <i>1.00pm</i>	18 February, 7 April, 9 June, 8 September, 24 November

**Council**  
**12 December 2019**  
**Report 19.499**



**For Decision**

## **FURTHER APPOINTMENTS TO COMMITTEES AND ADVISORY BODIES**

### **Te take mō te pūrongo**

#### **Purpose**

1. For Council to appoint territorial authority representatives to the Wellington Regional Strategy Committee, Hutt Valley Flood Management Subcommittee, Lower Ruamahanga Valley Floodplain Management Advisory Committee, and Whaitua Te Whanganui-a-Tara Advisory Committee; Greater Wellington Regional Council's (Greater Wellington) representative on the Wellington Regional Healthy Housing Steering Group; and a KiwiRail advisory representative to the Regional Transport Committee.

### **He tūtohu**

#### **Recommendations**

That the Council:

- 1 **Appoints** to the Wellington Regional Strategy Committee:
  - a Mayor Campbell Barry to represent Hutt City Council, and Councillor Deborah Hislop as alternate
  - b Mayor K Gurunathan to represent Kāpiti Coast District Council, and Deputy Mayor Janet Holborow as alternate
  - c Mayor Anita Baker to represent Porirua City Council, and Councillor Euon Murrell as alternate
  - d Mayor Wayne Guppy to represent Upper Hutt City Council, and Deputy Mayor Hellen Swales as alternate
  - e Mayor Lyn Patterson to represent the three Wairarapa district councils, and Mayor Greg Lang as alternate
  - f Mayor Andy Foster, Deputy Mayor Sarah Free, Councillor Diane Calvert and Councillor Jenny Condie to represent Wellington City Council.
- 2 **Appoints** to the Regional Transport Committee David Gordon as an advisory member to represent KiwiRail, and Helen Rogers as alternate.
- 3 **Appoints** to the Hutt Valley Flood Management Subcommittee:
  - a Deputy Mayor Tui Lewis and Councillor Simon Edwards to represent Hutt City Council.

- b Mayor Wayne Guppy and Councillor Dave Wheeler to represent Upper Hutt City Council.
- 4 **Notes** that Hutt City Council's appointments to the Hutt Valley Flood Management Subcommittee are subject to confirmation by Hutt City Council at its meeting on 10 December 2019.
- 5 **Notes** that Upper Hutt City Council's nominees to the Hutt Valley Flood Management Subcommittee are subject to confirmation by Upper Hutt City Council at its meeting on 18 December 2019.
- 6 **Appoints** Deputy Mayor Garrick Emms to the Lower Ruamahanga Valley Floodplain Management Advisory Committee to represent South Wairarapa District Council.
- 7 **Appoints** Councillor Roger Blakeley to the Wellington Regional Healthy Housing Steering Group to represent Greater Wellington Regional Council.
- 8 **Replaces** Deputy Mayor Tui Lewis with Councillor Brady Dyer as the alternate member for Hutt City Council on the Regional Transport Committee.
- 9 **Replaces** Deputy Mayor Janet Holborow with Councillor James Cootes as alternate for Kāpiti Coast District Council on the Regional Transport Committee.
- 10 **Replaces** Councillor Tamatha Paul with Councillor Sean Rush as the representative for Wellington City Council on the Whaitua-Te-Whanganui-a-Tara Committee.
- 11 **Notes** that the Carterton District Council representative to the Ruamāhanga Whaitua Committee will be presented to Council at its meeting on 27 February 2020.

## **Te horopaki**

### **Context**

- 2. Greater Wellington Regional Council has previously resolved that the Wellington Regional Strategy Committee is not dis-established after each local government triennial election.
- 3. It is proposed that a Kiwirail representative be appointed as an advisor to the Regional Transport Committee, as Kiwirail is a key stakeholder in the land transport network and major infrastructure provider in the Wellington Region. KiwiRail currently has activities included in the Regional Land Transport Plan and receives funding from the national Land Transport Fund.
- 4. The immediate past Chair of Council, Chris Laidlaw, chaired the Wellington Regional Healthy Housing Steering Group. The Steering Group helps to ensure the health and wellbeing of all residents in the Wellington Region. Having a Councillor on the Steering Group provides a bridge across councils, district health boards, government departments and non-government organisations in the healthy housing space. Greater Wellington is involved directly through the "Warm Greater Wellington" programme.
- 5. Council, at its meeting on 20 November 2019, appointed Councillor Tamatha Paul to represent Wellington City Council on the Whaitua Te-Whanganui-a-Tara Committee. This was subject to approval by Wellington City Council at its meeting on 20 November 2019. Wellington City Council subsequently appointed Councillor Sean Rush to this committee.

6. The report on Local government appointments to committees and advisory bodies (Report 19.489), presented to Council on 20 November 2019, incorrectly advised the alternates to the Regional Transport Committee for Kāpiti Coast District Council and Hutt City Council. This report corrects that error.

### **Te tātaritanga**

#### **Analysis**

7. Wellington Regional Strategy Committee is responsible for the governance of the Wellington Region's strategy, set out in the Multilateral Agreement. This committee consists of ten members, appointed by Council:
  - a. One Councillor
  - b. Four members nominated by Wellington City Council
  - c. One elected member nominated by the three Wairarapa district councils
  - d. Four elected members, being one nominated by each of Porirua City Council, Hutt City Council, Kāpiti Coast District Council, and Upper Hutt City Council.
8. The Adoption of Committee terms of reference report to this meeting (Report 19.504) proposes that the terms of reference for the Regional Transport Committee be amended to allow KiwiRail to have a presence on the Regional Transport Committee. The representative of KiwiRail will be an advisory member only, as the Land Transport Management Act 2003 does not currently allow for KiwiRail to be a voting member on the Committee.

### **Ngā hua ahumoni**

#### **Financial implications**

9. There are no financial implications as each member is remunerated by their respective council or by KiwiRail.

### **Te huritao ki te huringa o te āhuarangi**

#### **Consideration of climate change**

10. The matters requiring decision in this report were considered by officers in accordance with the process set out in Greater Wellington Regional Council's *Climate Change Consideration Guide*.

#### ***Mitigation and adaptation assessments***

11. The matters addressed in this report are of a procedural nature, and there is no need to conduct climate change assessments.

### **Ngā tikanga whakatau**

#### **Decision-making process**

12. The matters requiring decision in this report were considered by officers against the decision-making requirements of Clause 31 of Schedule 7 to the Local Government Act 2002.

13. The Multilateral Agreement sets out the terms of membership for the Wellington Regional Strategy Committee.

**Te hiranga  
Significance**

14. Officers considered the significance (as defined by Part 6 of the Local Government Act 2002) of the matters for decision, taking into account Council's *Significance and Engagement Policy* and *Decision-making Guidelines*. Officers recommend that these matters are of low significance given their procedural nature.

**Te whakatūtakitaki**

**Engagement**

19. Correspondence was entered into with the territorial authorities in the Wellington Region and Kiwirail in order to bring forward their preferred nominees.

**Ngā tūāoma e whai ake nei**

**Next steps**

15. A communication will be sent to the territorial authorities to confirm their appointments to the various committees, advisory bodies. Also, Kiwirail will be advised of its advisor appointment.
16. The 2020 schedule of meetings will be circulated to each Council and KiwiRail.

**Ngā kaiwaitohu**

**Signatories**

Writer	Lucas Stevenson – Kaitohutohu/Advisor Democratic Services
Approvers	Francis Ryan – Kaiwhakahaere Matua/Manager, Democratic Services Luke Troy – Kaiwhakahaere Matua Rautaki/General Manager Strategy

<b>He whakarāpopoto i ngā huritaonga Summary of Considerations</b>
<b><i>Fit with Council role or Committee's Terms of Reference</i></b> Council's core role includes establishing supporting committees and advisory groups, and making appointments to those bodies.
<b><i>Implications for Māori</i></b> There are no known implications for mana whenua. Appointments to committee and advisory bodies with a mana whenua interest will be subject to a later report.
<b><i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i></b> There are no implications to the Annual Plan, Long Term Plan or other key strategies and policies.
<b><i>Internal consultation</i></b> Consultation was undertaken within the Strategy Group with regard to the Kiwirail advisor appointment to the Regional Transport Committee.
<b><i>Risks and impacts: legal / health and safety etc.</i></b> There are no risks.

**Council**  
**12 December 2019**  
**Report 19.519**



**For Decision**

## **ESTABLISHMENT OF THE UPPER RUAMĀHANGA RIVER MANAGEMENT ADVISORY COMMITTEE**

### **Te take mō te pūrongo**

#### **Purpose**

1. To establish the Upper Ruamāhanga River Management Advisory Committee (Advisory Committee), which will oversee the implementation of the Te Kāuru Floodplain Management Plan (the FMP) and review related delivery.

### **He tūtohu**

#### **Recommendations**

That the Council:

- 1 **Establishes** the Upper Ruamāhanga River Management Advisory Committee.
- 2 **Adopts** the Terms of Reference for the Upper Ruamāhanga River Management Advisory Committee as set out in [Attachment 1](#).

### **Te tāhū kōrero/Te horopaki**

#### **Background/Context**

2. The Te Kāuru Upper Ruamahanga Floodplain Management Plan (FMP) was adopted by Council on 25 June 2019 after being endorsed by the Environment Committee on 20 June 2019. Section 4.1.1 of the FMP outlines a new governance structure with the creation of the Upper Ruamāhanga River Management Advisory Committee.
3. The Advisory Committee will make recommendations regarding implementation of the FMP, along with the necessary maintenance activities to ensure new and existing assets are maintained to provide the desired level of service, to the Wairarapa Committee.
4. The FMP establishes a framework to help keep people and property safe from the effects of flooding and erosion by proactively managing these risks throughout the Te Kāuru Upper Ruamāhanga catchment. This catchment area encompasses the upper reaches of the Ruamāhanga River to its confluence with the Waiohine River, and includes the Waipoua, Waingawa, Kopuaranga, Whangaehu, and Taueru (Tauweru) rivers from their headwaters within the Tararua Ranges and Eastern Hills to their confluences with the Ruamāhanga River. The catchment has a total area of approximately 1,560km<sup>2</sup>.

5. The Advisory Committee will act as a point of contact for members of the public, landowners and other stakeholders.

**Te tātaritanga  
Analysis**

**FMP Governance structure**

6. The adopted governance structure is outlined below:



Source: Te Kāuru Upper Ruamahanga Floodplain Management Plan, page 30

7. The role of the Advisory Committee is to oversee the implementation of the Te Kāuru Upper Ruamahanga FMP and the maintenance of any new and existing assets.
8. The Advisory Committee’s specific responsibilities are to:
  - a. Review periodically the effectiveness of implementation and delivery of the FMP, and recommend any changes to the Wairarapa Committee
  - b. Oversee the public involvement process during implementation of the FMP
  - c. Ensure the methods adopted through the FMP manage the effects of flooding and erosion, consider the river/stream environment, and recognise the unique nature and the role that rivers/streams play in the lives of the community.



### ***Current Governance Structure***

9. The Te Kāuru Upper Ruamāhanga catchment currently has eight existing River Schemes that cover a large portion of the floodable land area. These Schemes have been in place for a number of years, each being formed at different times based on the need for flood and erosion protection.
10. Each Scheme has an annual maintenance programme which is identified prior to the start of each new financial year. This programme identifies and prioritises work to be carried out within that financial year. Each Scheme also has a committee which is made up of directly affected landowners adjacent to the respective river or reach of river, as well as GWRC and territorial authority representatives. To date, Schemes within the Te Kāuru Upper Ruamāhanga catchment have reported to the Environment Committee of GWRC.
11. As seen in new governance structure, the existing Schemes (which are informally structured) will be renamed as River Management Groups, which will allow more community involvement within these groups as well as other interested parties. This will also allow for other river management related issues to be raised for discussion.
12. Council adopted the FMP on 25 June 2019 and therefore this report is to implement the establishment of an Advisory Committee outlined in Section 4.1.1 of the FMP. Options for governance of the implementation of the FMP were evaluated as part of its development. Under the new approach reporting will be to the Wairarapa Committee.

### **Ngā hua ahumoni Financial implications**

13. The financial implications for establishing and operating this Advisory Committee have been budgeted for within Council's Long Term Plan 2018-2028.

### **Te huritao ki te huringa o te āhuarangi Consideration of climate change**

14. The matters requiring decision in this report were considered by officers in accordance with the process set out in Greater Wellington's *Climate Change Consideration Guide*.

### ***Mitigation and adaptation assessments***

15. The matters addressed in this report are of a procedural nature, and there is no need to conduct climate change assessments.

### **Ngā tikanga whakatau Decision-making process**

16. The matters requiring decision in this report were considered by officers against the decision-making requirements of Part 6 of the Local Government Act 2002.

**Te hiranga  
Significance**

17. Officers considered the significance (as defined by Part 6 of the Local Government Act 2002) of the matters, taking into account Council's *Significance and Engagement Policy* and *Decision-making Guidelines*. Officers recommend that the matters are of low significance.

**Te whakatūtakitaki  
Engagement**

18. Public engagement was undertaken on the Proposed FMP ahead of its endorsement by the Environment Committee on 20 June 2019 and adoption by Council on 25 June 2019.
19. In accordance with the *Significance and Engagement Policy*, officers determined that the appropriate level of engagement for establishment of the Advisory Committee was undertaken during the various community engagement events held during the development of the FMP.

**Ngā tūāoma e whai ake nei  
Next steps**

20. Once the Advisory Committee is established, the next steps will be to select and appoint members to the Committee as outlined in the Terms of Reference (**Attachment 1**). A separate report to Council will recommend these appointments.

**Ngā āpitihanga  
Attachment**

Number	Title
1	Upper Ruamāhanga River Management Advisory Committee Terms of Reference

**Ngā kaiwaitohu  
Signatories**

Writer	Madeliene Playford – Kaiwhakahaere Kaupapa - Project Manager Floodplain Management Plan Implementation
Approvers	Alistair Allan – Kaitaki-a-tīma – Team Leader, Floodplain Management Plan Implementation  Graeme Campbell – Kaiwhakahaere Matua - Manager, Flood Protection  Wayne O’Donnell – Kaiwhakahaere Matua – General Manager, Catchment Management

<p><b>He whakarāpopoto i ngā huritaonga</b>  <b>Summary of Considerations</b></p>
<p><b><i>Fit with Council or Committee’s Terms of Reference</i></b></p> <p>Council establishes advisory committees and approves their terms of reference.</p>
<p><b><i>Implications for Māori</i></b></p> <p>Both Rangitāne o Wairarapa and Kahungunu ki Wairarapa were involved in the development of the Te Kāuru Upper Ruamāhanga Floodplain Management Plan, including appointed members on the Te Kauru Upper Ruamahanga Floodplain Management Plan subcommittee that was responsible for development of the FMP.</p> <p>With the establishment of the Advisory Committee it is vital that Māori continue to be involved and contribute to the decision making process. The terms of reference for the Advisory Committee includes appointees from both Rangitāne o Wairarapa and Kahungunu ki Wairarapa.</p>
<p><b><i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i></b></p> <p>The delivery of the Te Kauru Floodplain Management Plan contributes to delivering on Greater Wellington’s Regional Resilience strategic priority, and supports delivery of Greater Wellington’s Freshwater Quality &amp; Biodiversity strategic priority. The establishment of an Advisory Committee is one of the first steps required to support implementation of the FMP.</p>
<p><b><i>Internal consultation</i></b></p> <p>Internal consultation for preparing the Advisory Committee establishment report and its Terms of Reference involved the Flood Protection Department members who had direct involvement in the development of the FMP itself, with assistance from Democratic Services.</p>
<p><b><i>Risks and impacts: legal / health and safety etc.</i></b></p> <p>There are no known risks.</p>

**Attachment 1 to Report 19.519**

**Draft Terms of Reference**

**Upper Ruamahanga River Management Advisory Committee**

(An advisory committee of the Wairarapa Committee)

**1 Purpose**

To oversee the implementation of the Te Kāuru Upper Ruamāhanga Floodplain Management Plan (the FMP).

**2 Specific responsibilities**

- 2.1 Review periodically the effectiveness of implementation and delivery of the FMP, and recommend any changes to the Wairarapa Committee<sup>1</sup>
- 2.2 Oversee the public involvement process during implementation of the FMP.
- 2.3 Ensure the methods adopted through the FMP to manage the effects of flooding and erosion consider the river/stream environment, recognising the unique nature and the role that rivers/streams play in the lives of the community.

**3 Status of the Advisory Committee**

The Advisory Committee is an advisory body established by Council. The Advisory Committee is not a subordinate decision-making body of Council and is not a committee under the Local Government Act 2002.

**4 Members**

- 4.1 Two Councillors, being the Councillor elected by the Wairarapa Constituency and the Chair of the Environment Committee.
- 4.2 Fourteen members, appointed by Council as follows:
  - a Three elected members of Masterton District Council, nominated by that council
  - b Two elected members of Carterton District Council, nominated by that council
  - c Seven members, being members nominated by the river management groups of the Upper Ruamahanga river schemes.
  - d One member, nominated by Ngati Kahungunu ki Wairarapa.
  - e One member, nominated by Rangitāne ō Wairarapa.
- 4.3 Such other members, appointed by the Wairarapa Committee on the nomination of the Advisory Committee, who have the necessary skills, attributes, or knowledge that will assist the work of the Advisory Committee.

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<sup>1</sup> Recommendations on the FMP, made by the Wairarapa Committee to Council, do not require consideration by the Environment Committee prior to the decision being made by Council. Council retains the final decision on the adoption or otherwise of the FMP.

**Attachment 1 to Report 19.519**

**Draft Terms of Reference**

**5 Chair**

Council appoints the Chair on nomination of the Advisory Committee.

**6 Quorum**

At least 50 percent of members, including one Council Advisory Committee member.

**7 Voting entitlement**

All members have equal speaking and voting rights.

**8 Reporting and servicing**

The Advisory Committee reports to the Wairarapa Committee and is serviced by Greater Wellington.

**9 Remuneration and expenses**

9.1 Elected members' remuneration and expenses are met by the council they represent.

9.2 Non-elected members (who are not otherwise remunerated) may claim Greater Wellington's standard daily meeting attendance allowances and expenses.

9.3 Provided that the Chair is not an elected member of a council, the Chair shall also be eligible to receive an annual taxable honorarium of \$5,000 (in addition to Greater Wellington's standard daily meeting attendance allowances and expenses).

**10 Meeting frequency and dissolution**

10.1 The Advisory Committee meets as required.

10.2 The Advisory Committee may recommend its dissolution to the Wairarapa Committee.

10.3 In the absence of a prior decision by Council to continue the Advisory Committee in the next triennium, the Advisory Committee will dissolve at the end of the 2019-22 triennium.

**Council**  
**12 December 2019**  
**Report 19.526**



**For Decision**

## **WRC HOLDINGS LIMITED – STATEMENT OF EXPECTATIONS FOR 2020/21**

### **Te take mō te pūrongo**

#### **Purpose**

1. To approve the contents of a statement of expectations to be sent to WRC Holdings Limited to assist with the preparation for its Statement of Intent (SOI) for 2020/21.

### **He tūtohu**

#### **Recommendations**

That the Council:

- 1 **Provides** feedback on the draft statement of expectations ([Attachment 1](#))
- 2 **Authorises** the Council Chair to make changes to finalise the statement of expectations and send it to WRC Holdings Limited.

### **Te tāhū kōrero**

#### **Background**

2. Council is the 100 per cent shareholder of WRC Holdings Limited (WRCH), a council controlled trading organisation under the Local Government Act 2002.
3. The WRCH group includes 100 per cent ownership of Greater Wellington Rail Limited and also the 76.9 per cent shareholding in CentrePort.
4. The Local Government Act 2002 (the LGA) requires WRCH to provide a SOI in draft form to the shareholder by 1 March each year. The LGA also allows Council to issue a statement of expectations to clarify its expectations before the draft SOI is produced. The LGA provides that the statement of expectations, if sent, must be published on Council's website.
5. The SOI needs to be finalised before the commencement of the financial year to which it relates (i.e. by 30 June).

### **Te tātaritanga**

#### **Analysis**

6. In the draft statement of expectations for 2020/21 ([Attachment 1](#)), WRCH is being asked to:
  - a Provide a carbon emissions management and reduction plan to support Council's carbon neutral plan

- b Consider how the Port's regeneration plan will impact the SOI
  - c Develop a Holdings group-wide health and safety performance measure
  - d Develop a statement of strategic intent (for port ownership), as recommended in the Boardworks report.
7. Greater Wellington seeks your further input and feedback on the draft statement of expectations. It is recommended that the Council Chair be authorised to complete the finalising of this letter with officers, so it can be sent to WRCH by 20 December 2019.
8. Council can request, under the LGA, the production of thematic plans from a council controlled trading organisation. The draft statement of expectations does not include this request. Given the narrow focus of WRC Holdings interests it is not seen as an effective use of resources to provide additional plans for this year.

### **Ngā hua ahumoni**

#### **Financial implications**

9. There are no financial implications to issuing the statement of expectations.

### **Te huritao ki te huringa o te āhuarangi**

#### **Consideration of climate change**

10. The matters requiring decision in this report were considered by officers in accordance with the process set out in Greater Wellington's *Climate Change Consideration Guide*.

#### ***Mitigation and adaptation assessments***

11. The matters addressed in this report is of a procedural nature, and there is no need to conduct climate change assessments.

### **Ngā tikanga whakatau**

#### **Decision-making process**

12. The process for deciding this matter is explicitly prescribed by section 64B of the Local Government Act 2002.

### **Te hiranga**

#### **Significance**

13. Officers considered the significance (as defined by Part 6 of the Local Government Act 2002) of the matter, taking into account Council's *Significance and Engagement Policy* and *Decision-making Guidelines*. Officers recommend that the matter is of low significance, as it is only providing advice before a draft is submitted for review.

### **Te whakatūtakitaki**

#### **Engagement**

14. Given the low significance of these matters no related engagement was required.

## **Ngā tūāoma e whai ake nei**

### **Next steps**

15. Changes to the draft statement of expectations will be made. A final version will be sent to WRCH and published on Greater Wellington’s website.

## **Ngā āpitihanga**

### **Attachment**

<b>Number</b>	<b>Title</b>
1	Draft Statement of Expectations for 2020/21 to WRC Holdings Ltd

## **Ngā kaiwaitohu**

### **Signatories**

Writer	Seán Mahoney – Company Portfolio Manager
Approver	Samantha Gain – General Manager Corporate Services



<p style="text-align: center;"><b>He whakarāpopoto i ngā huritaonga</b> <b>Summary of considerations</b></p>
<p><b><i>Fit with Council's roles or Committee's terms of reference</i></b> Council, as shareholder, has legal authority to issue a statement of expectations.</p>
<p><b><i>Implications for Māori</i></b> There are no known implications for mana whenua.</p>
<p><b><i>Contribution to Annual Plan / Long term Plan / Other key strategies and policies</i></b> There are no implications for strategies or plans.</p>
<p><b><i>Internal consultation</i></b> Discussion with council officers.</p>
<p><b><i>Risks and impacts: legal / health and safety etc.</i></b> There are no identified risks.</p>

**Attachment 1 to Report 19.526**

XX December 2019

Prue Lamason  
Chair, WRC Holdings Limited

**Prue.Lamason@gw.govt.nz**

Dear Prue

**Statement of Expectations – WRC Holdings Limited’s Statement of Intent for 2020/21**

This letter sets out a statement of our expectations, as the shareholder in WRC Holdings Limited, as you begin drafting the Statement of Intent (SOI) for 2020/21. Our statement of expectations, as prescribed in section 64B of the Local Government Act, specifies the relationship we expect to have with you over the period and our expectations of the Holdings group.

The draft SOI is due to Council by 1 March 2020. We will then consider this document and provide feedback by 1 May 2020 to allow the document to be finalised before 30 June 2020.

**Relationship framework**

Council will require formal quarterly reports from WRC Holdings Limited to ensure we have a good understanding of performance against the SOI. These reports should focus on strategic issues facing the Holdings group and how these are being managed.

We expect a no surprises approach and to be informed of any issues that arise in a timely manner outside of this reporting.

**Carbon neutrality**

Wellington Regional Council has resolved to be carbon neutral by 2030. This obligation is being passed on to its subsidiaries. In order to plan appropriately to achieve this, we expect WRC Holdings Limited to provide a carbon emissions management and reduction plan as part of its 2020/21 plan, and to continue to work with Council to achieve our targets.

### **CentrePort regeneration plan**

As CentrePort has received the insurance settlement relating to the 2016 earthquake, Council wishes to see the impact of the Port's regeneration plan reflected in the SOI. As the shareholder of WRC Holdings Limited we will also need to consider the wider impacts of any regeneration plan on the Wellington Region.

### **Boardworks**

Council looks forward to receiving an update on progress towards the recommendations in the Boardworks report from December 2018. One of these recommendations included the development of a statement of strategic intent for the ownership of CentrePort and we see this work as central to the 2020/21 SOI.

### **Minimising the risk of workplace incidents**

The health, safety and wellbeing of our workforce and residents key issues for Council as shareholder. We would like to see a Holdings group-wide health and safety performance measure, as well as CentrePort's individual measures.

In accordance with section 64B of the Local Government Act 2002, this letter will be published on Greater Wellington's website.

If you have any need for clarification on the above matters, then please feel free to contact me at the soonest opportunity.

We look forward to receiving your draft SOI in February 2020.

Yours sincerely

Daran Ponter  
**Chair - Wellington Regional Council**

**Council**  
**12 December 2019**  
**Report 19.525**



**For Decision**

## **WELLINGTON REGIONAL STADIUM TRUST – STATEMENT OF EXPECTATIONS FOR 2020/21**

### **Te take mō te pūrongo**

#### **Purpose**

1. To approve the contents of a statement of expectations to be sent to the Wellington Regional Stadium Trust to assist with the preparation of its Statement of Trustee Intent for 2020/21.

### **He tūtohu**

#### **Recommendations**

That the Council:

- 1 **Provides** feedback on the draft statement of expectations ([Attachment 1](#)).
- 2 **Authorises** the Council Chair to make changes to finalise the statement of expectations and send it to the Wellington Regional Stadium Trust.

### **Te tāhū kōrero**

#### **Background**

2. Council and Wellington City Council are joint settlors of the Wellington Regional Stadium Trust (the Trust). Each settlor sends its own statement of expectations to the Trust.
3. The Trust is responsible for the operation and maintenance of the Wellington Regional Stadium (the Stadium) as a high quality multipurpose sporting and cultural venue. The Trust is charged under its Trust Deed to “provide at the Stadium high quality facilities... so as to attract to the Stadium high quality and popular events for the benefit of the public of the Region”.
4. The Trust’s Funding Deed requires it to deliver to its shareholding councils a draft Statement of Trustees Intent (STI) by 1 April of each year. These councils may informally advise the Trust by the end of February of that year of any significant governance issues they wish the Trust to consider incorporating into the draft STI.

5. In previous years this process has been managed through WRC Holdings. However the responsibility for providing monitoring and oversight of the Trust appropriately sits with Council.
6. While the Trust is not technically a council controlled organisation under the Local Government Act 2002, Council uses a similar process for performance monitoring and accountability to ensure a consistent and clear approach. This includes the issuing of a statement of expectations, and a feedback process (through a Council agenda item) on the draft STI before it is finalised. These steps must be completed by 30 June each year.

## **Te tātaritanga**

### **Analysis**

7. The Trust has been required to operate in a financially sustainable way without recourse to operating grants from the settlors.
8. The Trust is facing a number of challenges, including how it continues to respond to rising insurance premiums, ongoing resilience costs and continuing to utilise the stadium as a venue of choice for sporting and cultural events within New Zealand.
9. The Trust has received ongoing communication and updates on Council's carbon neutrality target and will be asked to provide an action plan in this year's STI.
10. The statement of expectations is Council's opportunity as joint settlor to provide input to the development of next year's STI.
11. A draft statement of expectations for 2020/21 is attached (**Attachment 1**). Council feedback is requested to enable this to be finalised. The aim is to send the letter to the Trust by 20 December 2019.

## **Ngā hua ahumoni**

### **Financial implications**

12. There are no financial implications to issuing the statement of expectations.

## **Te huritao ki te huringa o te āhuarangi**

### **Consideration of climate change**

13. The matters requiring decision in this report were considered by officers in accordance with the process set out in Greater Wellington's *Climate Change Consideration Guide*. The matter addressed in this report is of a procedural nature, and there is no need to conduct a climate change assessment.

### ***Mitigation and adaptation assessments***

14. The matters addressed in this report is of a procedural nature, and there is no need to conduct climate change assessments.

**Ngā tikanga whakatau**  
**Decision-making process**

15. The process for deciding this matter is explicitly prescribed by the section 10.2 of the Trust’s Funding Deed. That prescribed process is set out in paragraph 4.

**Te hiranga**  
**Significance**

16. Officers considered the significance (as defined by Part 6 of the Local Government Act 2002) of the matters, taking into account Council's *Significance and Engagement Policy* and *Decision-making Guidelines*. Officers recommend that the matters are of low significance, as it is only providing advice before a draft is submitted for review.

**Te whakatūtakitaki**  
**Engagement**

17. Given the low significance of the matters no related engagement was required.

**Ngā tūāoma e whai ake nei**  
**Next steps**

18. Changes to the draft statement of expectations will be made, and finalised by the Chair with officers, and a final version sent to the Trust.

**Ngā āpitihanga**  
**Attachment**

Number	Title
1	Draft Statement of Expectations for 2020/21 to Wellington Regional Stadium Trust

**Ngā kaiwaitohu**  
**Signatories**

Writer	Seán Mahoney – Company Portfolio Manager
Approver	Luke Troy – General Manager Strategy Samantha Gain – General Manager Corporate Services

<b>He whakarāpopoto i ngā huritaonga Summary of considerations</b>
<b><i>Fit with Council's roles or Committee's terms of reference</i></b> Council, as joint settlor of the Trust, has not delegated these matters.
<b><i>Implications for Māori</i></b> There are no known implications for mana whenua.
<b><i>Contribution to Annual Plan / Long term Plan / Other key strategies and policies</i></b> There are no implications for strategies or plans.
<b><i>Internal consultation</i></b> Strategy and Corporate Services.
<b><i>Risks and impacts: legal / health and safety etc.</i></b> There are no identified risks.

**Attachment 1 to Report 19.525**

XX December 2019

John Shewan  
Chair, Wellington Regional Stadium Trust

**John.shewan@hotmail.com**

Dear John

**Statement of Expectations – Wellington Regional Stadium Trust’s Statement of Trustee Intent 2020/21**

The purpose of this letter is to set out our expectations of the Wellington Regional Stadium Trust (the Trust) in terms of the Statement of Trustee Intent (STI) for the next three years.

Wellington Regional Council is a joint settlor and the monitoring body for the Trust. We see the STI as an important accountability document, which sets out not only the requirements under the Funding Deed and Trust Deed, but also the Trust’s intentions and activities over the next three years.

**Relationship framework**

We expect a no surprises policy keeping us up to date with any strategic initiatives or developments through the year. We wish to be kept informed of any issues that are likely to have any political or reputational ramifications for the Council.

Council will schedule two times through the year for you to brief our elected members and to provide an update on progress against the STI.

**Activities**

We continue to support your development programme and the upgrades that have been achieved and are still to be achieved. We would like to see a longer-term capital plan for the Trust to understand the Trust’s medium-term financial challenges.

We congratulate the Trust on securing a new naming rights agreement. Council understands this may bring new opportunities and enhancements to the visitor experience and we look forward to understanding this in more detail.



The issue of resilience is of significance to the Trust. The increasing pressure on your insurance premiums may require a rethink of the risk management approach or a new approach to how the planned premium increases will be met. We would like to see some discussion of this in the STI.

### **Carbon neutrality**

Wellington Regional Council has resolved to be carbon neutral by 2030. This obligation is passed onto its subsidiaries and organisations which are part of our carbon footprint.

You are asked to continue working with Council to provide your own carbon emissions management and reduction plan.

### **Trustee appointments**

As joint settlor, Council wants to continue the closer working relationship with the Trust around the identification and early notification of potential trustee appointments. We look forward to revising and reviewing the policy approach on this for the 2020/21 year.

### **Minimising the risk of workplace incidents**

Council is supportive of the commitment the Trust has to health and safety and would like to see the development of a performance measure in this area.

If you have any need for clarification on the above matters then please feel free to contact me at the soonest opportunity.

We look forward to receiving your draft STI in February 2020 and will provide feedback on it in March 2020.

Yours sincerely

Daran Porter  
**Chair – Wellington Regional Council**

CC Shane Harmon – CEO- Wellington Regional Stadium Trust

**Council**  
**12 December 2019**  
**Report 19.522**



**For Information**

## **HEALTH, SAFETY AND WELLBEING UPDATE**

### **Te take mō te pūrongo**

#### **Purpose**

1. To inform Council of the Health, Safety and Wellbeing (HSW) performance, and activity associated with Greater Wellington Regional Council's (Greater Wellington's) fatal and severe risk work streams.

### **Te tāhū kōrero**

#### **Background**

##### ***Revised Health, Safety and Wellbeing reporting format***

2. Revised and updated HSW performance reporting to the Executive Leadership Team (ELT) and Council is presented in dashboard format (see [Attachment 1](#) – Health, Safety and Wellbeing Performance Dashboard November 2019). With a focus on lead indicators, this dashboard is designed to provide ELT and Council with the type of information to allow meaningful and informed discussion, and to assist in discharging their respective HSW duties and obligations, including the setting and monitoring of HSW targets and objectives.
3. The dashboard will evolve over the next 12 months as more in-depth data is collected.

##### ***Updated Health, Safety and Wellbeing Policy Statement***

4. We have also revised the HSW Policy Statement, following consultation with Greater Wellington's HSW representatives, Human Resources, Legal and the wider organisation. This policy statement will be presented to ELT for approval in January 2020, and replaces the outdated policy statement currently on display in Greater Wellington's workplaces.
5. As this is the guiding and public-facing HSW document, a more engaging simplified approach has been adopted, while still capturing best practice elements. These elements include a statement of intent, safe workplaces, managing risk, engaging with workers, learning from incidents, continually improving HSW practice and performance and the responsibilities everyone has (see [Attachment 2](#) – Draft Health, Safety and Wellbeing Policy Statement).

***Fatal and Severe (critical) risk controls programme***

6. The term fatal and severe risk (FSR) is used to identify and describe the potentially life ending, life changing risks that exist across Greater Wellington's work activities, to focus attention on the importance of managing those risks.
7. The five FSRs for priority attention over the next 12 months are:
  - a Transportation (including fleet and off-road vehicles, trailers, driver competence, and driving behaviours)
  - b Lone and remote working
  - c Hazardous substances
  - d Working on or over water
  - e Wellbeing (mental wellbeing in particular).
8. Transportation is our top fatal and severe risk. The residual risk is currently rated high due to absent and/or inconsistent application of controls, and a lack of documented evidence and assurance to support the effectiveness of controls in place are effective.
9. The risk treatment plan to reduce the risk to medium by the end of June 2020 (approved by ELT in November 2019) includes:
  - a Transferring the Vehicle Policy from Finance to People and Customer, and separating this into vehicle and driver policies
  - b Centralised fleet management and introducing standard specifications for purchase and modification (pending the outcome of the fleet optimisation review scheduled for February 2020)
  - c Establishing and implementing essential (non-negotiable) controls for various elements of the risk (e.g. four-wheel drive, trailers etc.)
  - d Better use of EROAD telemetric monitoring data to address driver behaviour, including awareness and education, and enforcement where necessary
  - e Introduction of interactive online driver training for all drivers and targeted practical training for higher risk drivers
  - f Establishing a risk monitoring and assurance programme.
10. Work is also progressing on the lone and remote working risk work stream. This includes the development of essential controls, and working with the Radio Controls Network project to address lone working risk in remote areas, in particular areas currently out of range of radio coverage.

***Wellbeing Strategy***

11. The draft Wellbeing Strategy has become the high level draft wellbeing plan under the overarching five year Human Resources People Strategy, which also includes flexible working, diversity and inclusion, harassment and bullying high level plans.

12. The draft wellbeing plan, which goes out for consultation in January 2020, was developed following workshops and a survey to establish what our people need and value to support their wellbeing at work. The four key areas of focus identified for the next five years are:
  - a Healthy minds
  - b Healthy bodies
  - c Empowered people
  - d Prepared for the future.
13. The detailed action plan for 2020 starts to put in place a range of accessible and sustainable wellbeing options and opportunities across each of the focus areas. These will support the draft wellbeing plans' vision of 'thriving connected and resilient people working together to support, thriving connected and resilient communities'.

#### ***Mental health first aid training***

14. Thirteen Greater Wellington staff members were trained as Mental Health First Aiders (MHFA) in November 2019. We now have 15 trained MHFAs across the organisation.
15. MHFAs are specifically trained to confidently and confidentially assist someone experiencing mental distress, recognise developing mental illness and the type of support required, understand stigmatizing language and how to be a zero-tolerance stigma legend, and look after themselves while supporting other people. Sixteen Greater Wellington staff members made use of MHFAs' skills in November alone.
16. This training follows on from the 'Good Yarns' mental wellbeing awareness workshop which is available to all Greater Wellington employees. The training also forms part of a suite of comprehensive mental health and wellbeing training proposed for 2020, including training for managers and people leaders specifically.

#### ***Health, Safety and Wellbeing leadership training***

17. Members of ELT recently participated in two interactive HSW workshops designed to challenge and upskill them to carry out the crucial role they have in owning and leading future change in HSW thinking and practice across Greater Wellington.
18. HSW training will be extended to Councillors in 2020, to cover (in particular) HSW officer due diligence duties and obligations, and overlapping duties and relationships with contracted and council controlled companies.

#### ***Hazardous substance regulations update***

19. New rules became effective, from 1 December 2019, under the Health and Safety at Work (Hazardous Substances) Regulations 2017. These rules require organisations to obtain location compliance certificates and display signage when storing toxic/corrosive substances above certain quantities, and to meet specific separation distances for storage.

20. The HSW team is currently working through hazardous substances inventories with impacted business units to ensure these requirements are met.

### **Te huritao ki te huringa o te āhuarangi Consideration of climate change**

21. The information in this report was considered by officers in accordance with the process set out in Greater Wellington's *Climate Change Consideration Guide*.

#### ***Mitigation and adaptation assessments***

22. There is no need to conduct climate change assessments.

### **Ngā tūāoma e whai ake nei Next steps**

23. No further action is required.

### **Ngā āpitihanga Attachments**

<b>Number</b>	<b>Title</b>
1	Health, Safety and Wellbeing Performance Dashboard - November 2019
2	Draft Health, Safety and Wellbeing Policy Statement

### **Ngā kaiwaitohu Signatories**

Writer	Julie Barber, Health Safety and Wellbeing Manager
Approver	Nigel Corry, General Manager People and Customer

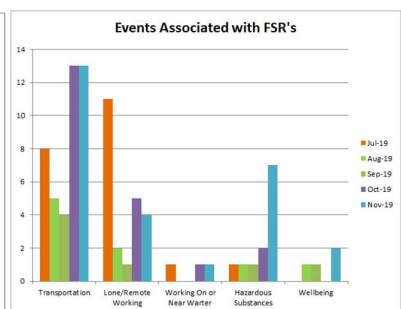
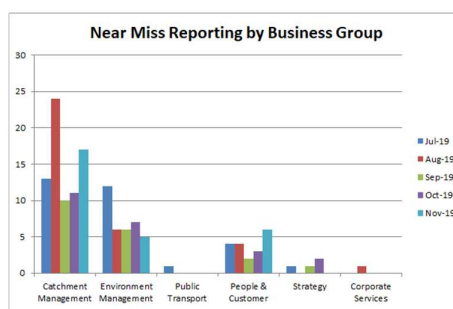
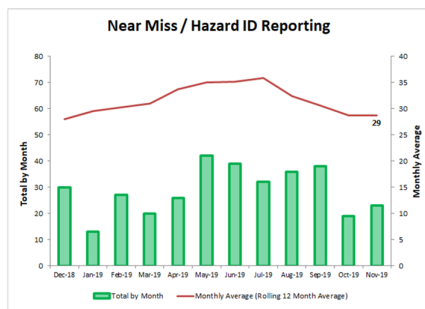
<b>He whakarāpopoto i ngā huritaonga Summary of considerations</b>
<b><i>Fit with Council's roles or Committee's terms of reference</i></b> Provides assurance to Council that Greater Wellington's legal duties obligations under the Health and Safety at Work Act (the Act) 2015 are met, and assists statutory officers to meet due diligence requirements of the Act.
<b><i>Implications for Māori</i></b> No known implications for mana whenua.
<b><i>Contribution to Annual Plan / Long Term Plan / Other key strategies and policies</i></b> The HSW Policy Statement and Wellbeing Strategy are included in the Annual Plan.
<b><i>Internal consultation</i></b> See paragraph 4.
<b><i>Risks and impacts: legal / health and safety etc.</i></b> HSW risks and treatment are outlined in paragraphs 6 to 10 and 19 to 20.

# Health, Safety and Wellbeing Performance Scorecard – November 2019

## Progress against key work streams this month

Status	Work stream	Comment
On track	Fatal and Severe Risk (FSR) controls – transportation, lone remote working	Quad and LUV content is in development and driving on / off road and trailer content finalised. Drafting of the Lone / remote working FSR commenced and workshops with the relevant teams are planned for December and for early next year.
On track	Wellbeing Strategy and action plan.	The wellbeing strategy, revised to 5 year high level plan as a stream under the People Strategy, will be circulated for comment and feedback in January 2020. The 2020 action plan in development will align with HR initiatives.
On track	KESAW upgrade & app	Test of Event Reporting Mobile app completed. Working through “Change Process” with ICT – aiming for a light release of live app to test group before Christmas with full release to organisation early in New Year
On track	HSW training & competence	Working in collaboration to clarify and document competencies associated with Off-road 4WD and vehicle recovery. Departmental Core training competency matrix ready for review and discussion in December.

## Event reporting



### New / emerging trends this month:

- Seasonal related injuries (minor) associated with an increase in field work such as slips, trips and falls, contact with noxious plants and insect stings.
- Unplanned skin contact with herbicides following spills from or equipment malfunction of knapsack spraying equipment

Event status	Nov	Last 12 months	Event by person	Nov	Last 12 months
Total Events Reported	52	664	GWRC employee	50	602
Managed - 'Closed' state	25 (48%)	482 (73%)	Contractor	1	44
In progress – 'Report Review' state	8 (15%)	56 (8%)	Volunteer	0	9
Unmanaged - 'Reported' state	19 (37%)	125 (19%)	Public	1	24

### Work Injury:

ACC work Injury claims	Nov	YTD
New Claims	2	30
Medical treatment	2	7
Restricted duties	0	3
Lost time	1	3
Total days lost	2	5

Top 5 ACC claims by nature	Nov	YTD
Bruising	0	15
Sprain/Strain	1	18
Laceration/Cut	0	11
Scratch/Abrasion	1	6
Dislocation	0	1

Top 5 ACC claims by cause	Nov	YTD
Manual handling		
Fall from		4
Slip/fall		2
Hit/struck by	1	1

### Comment:

One lost time injury reported by Parks, with medical treatment injuries reported by Parks and Strategy.



## Health, Safety and Wellbeing Performance Scorecard – November 2019

Health and wellbeing			
<b>Rehabilitation support</b>	<b>Nov</b>	<b>Update</b>	<b>EAP November:</b> New cases: 5 Ongoing cases: 14  Work related use: 6 Non work related use: 11 Unknown: 2  Top 3 work related issues: <ul style="list-style-type: none"> <li>• Workplace stress,</li> <li>• Mental wellbeing</li> <li>• Workplace relationships</li> </ul>
Work injury	2	Liaison with staff and managers and return to work plan	
Non-work injury	4	Liaison with staff and managers and return to work plan	
Medical	1	Liaison with staff and managers and return to work plan	
<b>Wellbeing initiatives</b>	2	6 week pilot lunchtime yoga class Walter St (fully subscribed) Movember – Masterton office	
Training and engagement			
	<b>Nov</b>	<b>Update</b>	<b>Recognition this month:</b>  E Sci- Proactive review of hazardous substances and update of compliance requirements ahead of Cuba St move  Masterton Office - wellbeing initiative for cancer research / Movember raised \$1000
Pause to talk	1	Key focus this month: Mental health first aid, motor vehicle accidents	
Pause for safety		Under review for 2020	
Other training	1	Mental Health First aid	
HSW rep meetings		None scheduled in November	
Consultation	1	HSW policy statement	
ELT site visits	2	Parks	
High consequence events November 2019			
Event type	Department	Description	Initial /corrective action
<b>Hazard</b>	Parks	A large number of dead standing trees (due to gum moth infestation) in range of the walking track and main power lines heading up to the water treatment plant at Wainuiomata recreation area.	Arborist engaged and felling plan developed. Warning on website.
<b>Near Miss</b>	Flood Protection	5m long aluminium survey staff lifted vertically near overhead telephone cable (within 1m).	Advised by co-worker to lower staff away from cable. Warning labels for survey staff investigated
<b>Other / Hazard</b>	E - Science	Blind right turn out of NZ Courier (Aotea Quay) dangerous due to reduced visibility from recent construction and barrier installation.	Staff advised extra care and patience required and to turn left instead and turn around at the ferry, which will reduce the hazard.
<b>Property Damage</b>	Parks	Contractor's (unoccupied) truck brakes failed, truck rolled through the unopened gate and hit an implement shed at Waitangirua farm.	Driver initially tried to stop vehicle but risk of being run over too high. Gate / strainer have been replaced and shed to be assessed further.
<b>Near Miss</b>	Parks	Battle Hill - Ranger's son reported sighting a group of males at the campsite with a gun.	Ranger spoke to the group who denied shooting and made a hasty exit in two vehicles. Registration details provided to police after can with bullet holes was found. Police





## Health, Safety and Wellbeing Performance Scorecard – November 2019

			confirmed a door knock would take place at associated address.
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# Everyone, Every Day, Home Safe and Well

Greater Wellington Regional Council's Health Safety and Wellbeing (HSW) Policy



## We believe:

GW people and others affected by our activities have the right to go home safe and well every day.

## We achieve this by:

- Living our HSW values and behaviours
- Meeting our moral and legal HSW obligations
- Maintaining safe and healthy workplaces, practices and equipment
- Focussing on HSW risk, and controls that really matter
- Actively promoting health and wellbeing as a choice
- Consulting, empowering and involving our people
- Providing the right resources, training and supervision
- Reinforcing a no blame reporting culture, investigating and learning from incidents
- Providing workplace based rehabilitation opportunities regardless of the cause
- Aspiring to continually improve our HSW and wellbeing practice and performance

## We're all responsible:

Collectively and individually for our own and others' Health Safety and Wellbeing in GW workplaces.



I will pause and think –  
and act if safe to do so



I will speak up  
about safety



I will prioritise my own  
health, safety & wellbeing –  
because I matter



I will look out  
for my mates – because  
YOU matter

Greg Campbell

CEO, Date.....



**Council**  
**12 December 2019**  
**Report 19.511**



**For Decision**

## **RESOLUTION TO EXCLUDE THE PUBLIC**

That the Council excludes the public from the following parts of the proceedings of this meeting, namely:—

- Confirmation of the public excluded minutes of the reconvened Council meeting on 20 November 2019
- Appointment of directors to the Wellington Regional Economic Development Agency
- Variation to property agreement - Belmont
- Future fleet

The general subject of each matter to be considered while the public is excluded, the reasons for passing this resolution in relation to each matter and the specific grounds under section 48(1) of the Local Government Official Information and Meetings Act 1987 for the passing of this resolution are as follows:

<b>Confirmation of the public excluded minutes of the reconvened Council meeting on 20 November 2019</b>	
<i>Reason for passing this resolution in relation to each matter</i>	<i>Ground(s) under section 48(1) for the passing of this resolution</i>
Information contained in these minutes relates to payments to Snapper Services Limited. Release of this information would be likely to prejudice or disadvantage the ability of Greater Wellington to carry on negotiations with Snapper Services Limited. Greater Wellington has not been able to identify a public interest favouring disclosure of this particular information in public proceedings of the meeting that would override the need to withhold the information.	The public conduct of this part of the meeting is excluded as per section 7(2)(i) of the Act (to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations).

<b>Appointment of directors to the Wellington Regional Economic Development Agency</b>	
<i>Reason for passing this resolution in relation to each matter</i>	<i>Ground(s) under section 48(1) for the passing of this resolution</i>
Information contained in this report includes personal and identifying information about proposed candidates. Release of this information prior to the respective councils' decisions is likely to prejudice the privacy of natural persons. Greater Wellington has not been able to identify a public interest favouring disclosure of this particular information in public proceedings of the meeting that would override the need to withhold the information.	The public conduct of this part of the meeting is excluded as per section 7(2)(a) of the Act (to protect the privacy of natural persons).
<b>Variation to property agreement - Belmont</b>	
<i>Reason for passing this resolution in relation to each matter</i>	<i>Ground(s) under section 48(1) for the passing of this resolution</i>
The information contained in this report relates to a proposed contractual arrangement regarding land owned by Greater Wellington. The report outlines the terms of a proposed agreement, including details of the commercial terms. Having this part of the meeting open to the public would disadvantage Greater Wellington in that it would reveal Greater Wellington's expectations as to the final terms and conditions that would be acceptable to Greater Wellington. Greater Wellington has not been able to identify a public interest favouring disclosure of this particular information in public proceedings of the meeting that would override this prejudice.	The public conduct of this part of the meeting is excluded as per section 7(2)(i) of the Act (to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations).

<b>Future fleet</b>	
<i>Reason for passing this resolution in relation to each matter</i>	<i>Ground(s) under section 48(1) for the passing of this resolution</i>
Information contained in this report relates to negotiations with NZ Bus and Tranzurban. Release of this information would be likely to prejudice or disadvantage the ability of Greater Wellington to carry on negotiations with NZ Bus and Tranzurban. Greater Wellington has not been able to identify a public interest favouring disclosure of this particular information in public proceedings of the meeting that would override the need to withhold the information.	The public conduct of this part of the meeting is excluded as per section 7(2)(i) of the Act (to enable any local authority holding the information to carry on, without prejudice or disadvantage, negotiations).

This resolution is made in reliance on section 48(1)(a) of the Local Government Official Information and Meetings Act 1987 and the particular interest or interests protected by section 6 or section 7 of that Act or section 6 or section 7 or section 9 of the Official Information Act 1982, as the case may require, which would be prejudiced by the holding of the whole or the relevant part of the proceedings of the meeting in public.